

MG01

Particulars of a mortgage or charge

067448 Q 13



A fee is payable with this form
We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

☒ What this form is for
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

☒ What this form is NOT for
You cannot use this form to register
particulars of a charge for a Scot
company. To do this, please use
form MG01s

SATURDAY



A15 08/05/2010 231
COMPANIES HOUSE

1 Company details

Company number 0 6 4 6 3 1 6 0

Company name in full Abbey Security Limited

→ Filling in this form
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation 2 7 0 4 2 0 1 0

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Debenture

S

4 Amount secured

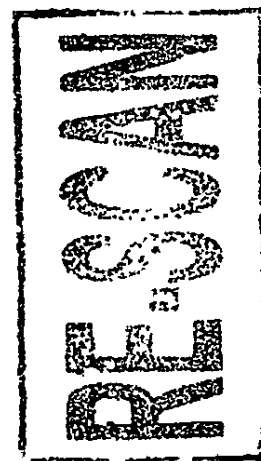
Please give us details of the amount secured by the mortgage or charge

Amount secured

All moneys and liabilities which at the date of the Debenture or at any
time thereafter may be due owing or incurred by Abbey Security
Limited ("the Company") to Juggernaut Solutions Limited
("Juggernaut") on any account or in any manner whatever whether
actual or contingent, incurred alone, jointly or severally, or as
principal, surety or in any other capacity and whether or not
Juggernaut shall have been an original party to the relevant
transaction or document together with all legal and other costs,
charges, expenses and other payments incurred by Juggernaut in
relation to the Debenture or in enforcing the security created by the
Debenture (on a full and unqualified indemnity basis)

4
10

Continuation page
Please use a continuation page if
you need to enter more details.



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MG01

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5

Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Name

Juggernaut Solutions Limited - in administration

Address

Leonard Curtis, One Cumberland Place, London

Postcode

W 1 H 7 L W

Name

Address

Postcode

Continuation page

Please use a continuation page if you need to enter more details.

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

Please use a continuation page if you need to enter more details

Short particulars

By way of legal mortgage the freehold and/or leasehold properties of the Company specified in Part I of the Schedule to the Debenture and all fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon,

2 By way of first fixed charge -

(i) all other (if any) freehold and leasehold property of the Company (not specified in Part I of the Schedule to the Debenture) at the date of the Debenture or at any time thereafter and all fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon,

(ii) all book debts at the date of the Debenture or at any time thereafter due or owing to the Company and the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) negotiable instruments, legal and equitable charges, reservation of proprietary rights, tracing and unpaid vendors liens and all other similar and associated rights,

(iii) all other monetary debts and claims at the date of the Debenture or at any time thereafter (including things in action which give rise or may give rise to a debt or debts) due or owing to the Company and the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) such rights as are described in paragraph (ii) above,

(iv) (aa) all stocks shares and other interest including (without prejudice to the generality of the foregoing) loan capital indebtedness or liabilities on any account or in any manner owing to the Company at the date of the Debenture or at any time thereafter in (and from) any company which now is or may hereafter become a subsidiary (as defined in Section 1159 of the Companies Act 2006 or any statutory modification or re-enactment thereof) of the Company, and

(bb) the full benefit of all stocks, shares and securities which or the certificates of which were at the date of the Debenture or which may thereafter be lodged with Juggernaut or held by Juggernaut or its agents or transferred to or registered in the name of Juggernaut or its agents or their respective nominees, and

SEE CONTINUATION PAGE

MG01

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7	Particulars as to commission, allowance or discount (if any)	
Commission allowance or discount	<p>Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his</p> <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p>	
8	Delivery of instrument	
	<p>You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866)</p> <p>We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)</p>	
9	Signature	
Signature	<p>Please sign the form here</p> <p>Signature</p> <p>X <i>Francis Wilks & Jones</i> X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

MG01

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name **TIM FRANCIS**

Company name **FRANCIS WILKS & JONES LLP**

Address **6 COLDBATH SQUARE**

Post town **LONDON**

County/Region

Postcode **E C 1 R 5 N A**

Country **UNITED KINGDOM**

DX **138787 Clerkenwell**

Telephone **0845 402 5466**



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>continuation page 1</p> <p>(cc) all rights in respect of or incidental to the assets described at sub-paragraphs (aa) and (bb) above, and</p> <p>(dd) all stocks, shares, rights, moneys or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option or otherwise to or in respect of any of the property described in this paragraph (iv) including all dividends, interest and other income payable in connection therewith,</p> <p>(v) the goodwill and the uncalled capital of the Company at the date of the Debenture or at any time thereafter,</p> <p>3 By way of first floating charge the undertaking and all the property and assets of the Company both present and future including (without prejudice to the generality) heritable property and all other property and assets in Scotland and the property described in 1 and 2 above if and insofar as the charges thereon or on any part or parts thereof shall for any reason be ineffective as fixed charges</p> <p>The Debenture contains the following provisions -</p> <p>(A) A provision that the floating charge created by the Debenture shall crystallise upon the occurrence of the earliest of the following events, namely -</p> <p>(i) the commencement of winding-up of the Company whether voluntary or compulsory,</p> <p>(ii) anyone taking any step towards the appointment of an administrator including issuing a notice of intention to appoint or notice of appointment of an administrator or an application for administration over the Company or its assets or of any part thereof,</p> <p>(iii) the Company's entry into any compromise, composition or scheme of arrangement with its creditors or any assignment for the benefit of creditors,</p> <p>(iv) the service on the Company by Juggernaut of a crystallisation notice,</p> <p>(v) if any other event which is referred to in this Part A occurs in any jurisdiction outside the United Kingdom or, where such word or expression has no counterpart in that jurisdiction, the meaning of its closest equivalent in that place</p> <p>(B) A restriction that the Company shall not without first obtaining the written consent of Juggernaut -</p> <p>(i) create or permit to arise or continue any mortgage, debenture, charge or lien (except the encumbrances (if any) specified in Part II of the Schedule to the Debenture) ranking in priority to or pari passu with the charges created by the Debenture,</p>	

MG01 - continuation page

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6	Short particulars of all the property mortgaged or charged Please give the short particulars of the property mortgaged or charged
Short particulars	<p>continuation page 2</p> <p>(ii) sell, assign, discount, factor or otherwise dispose of the property described in 2(ii) and (iii) above or deal with the same in any way save that during the continuance of the Debenture it may -</p> <p>(a) pay into a current account or a separate designated account (as Juggernaut may require) with any bank specified by Juggernaut ("the Bank") all moneys which it may receive in respect of the property described in 2(ii), (iii) and (iv) above and (subject to any rights of the Bank in respect thereof) pay or otherwise deal with such moneys standing in such account in accordance with any directions from time to time given in writing by Juggernaut,</p> <p>(b) if called upon to do so by Juggernaut execute a legal assignment of such of the property described in 2(ii), (iii) and (iv) above to Juggernaut in such terms as Juggernaut may require and give notice thereof to the debtors from whom any moneys relating to such property are owing or incurred and take such other steps as Juggernaut may require to perfect such legal assignment,</p> <p>(c) deal with the property described in 2(ii), (iii) and (iv) above in accordance with any directions from time to time given in writing by Juggernaut (subject to any rights of the Bank in respect thereof) and in default of and subject to any such directions deal with the same only in the ordinary course of getting in and realising the same (but not sell, assign, factor or discount the same in any way),</p> <p>(d) permit the Bank to furnish directly to Juggernaut from time to time upon request full statements and particulars of all the Company's accounts with the Bank and such other financial statements and other information respecting the assets and liabilities of the Company as are from time to time available to the Bank,</p> <p>(iii) sell or otherwise dispose of the whole or any substantial part of its undertaking or assets which exist at the date of the Debenture or at any time thereafter and will not dispose of the property, undertaking and/or assets of the Company the subject of the floating charge created by the Debenture otherwise than at market value and in the ordinary course of the Company's business and will not purchase or otherwise acquire any part of the share capital of another company or any mortgage debenture or other security or obligation of any other company or person,</p>



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 6463160
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 27 APRIL 2010
AND CREATED BY ABBEY SECURITY LTD. FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
JUGGEMAUT SOLUTIONS LIMITED - IN ADMINISTRATION ON
ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 8 MAY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 MAY 2010

THIS CERTIFICATE HAS BEEN
AMENDED BY AN AMENDING
CERTIFICATE DATED 14/05/10



Companies House
— for the record —

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THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 6463160
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JUGGERNAUT SOLUTIONS LIMITED-IN ADMINISTRATION ON
ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 8 MAY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 MAY 2010



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES