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legibly, preferably
in black type, or
bold block lettering

* insert full name
of Company

COMPANIES FORM No. 395

099549/39

Particulars of a mortgage or charge

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

395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

5

01888801

Name of company

* London Property Maintenance (Cleaning) Limited (the "Company")

Date of creation of the charge

24 November 2006

Description of the instrument (if any) creating or evidencing the charge (note 2)

All Monies Mortgage Debenture (the "Deed") made between (1) the Company and (2) Kaupthing Singer & Friedlander Limited (previously named Singer & Friedlander Limited).

Amount secured by the mortgage or charge

Each and every liability which the Company may at the date of the Deed or thereafter have to the Bank whether on any current or other account or otherwise in any manner whatsoever (whether solely or jointly with one or more persons, whether under the Deed or otherwise, whether as principal or as surety or in some other capacity and whether originally incurred by the Company or by some other person) and pay to the Bank every sum (of principal, interest or otherwise) at the date of the Deed or thereafter owing due or incurred by the Company to the Bank in respect of any such liabilities including all costs and expenses (including fees and costs of legal advisers) incurred by the Bank in connection with the preservation of, or the enforcement or attempted enforcement of, its rights under the Deed (the "Secured Liabilities").

Names and addresses of the mortgagees or persons entitled to the charge

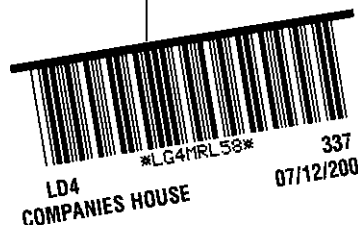
Kaupthing Singer & Friedlander Limited (the "Bank")
One Hanover Street
London

Postcode W1S 1AX

Presentor's name address and
reference (if any):
Berwin Leighton Paisner LLP
Adelaide House
London Bridge
London EC4R 9HA

For official Use (02/00)
Mortgage Section

Post room



Time critical reference
CADA/22382/00030/5466222

Short particulars of all the property mortgaged or charged

- 1 By Clause 4.1 of the Deed, the Company with full title guarantee (subject to Permitted Encumbrances (as defined below)) has charged in favour of the Bank for the payment and discharge of the Secured Liabilities:
- 1.1 by way of legal mortgage, all estates or interest in any freehold or leasehold Land (as defined below) belonging to the Company at the date of the Deed and their proceeds of sale; and
- 1.2 by way of fixed charge, to the extent that they are not the subject of a mortgage under Clauses 4.1.1 of the Deed (as set out above in paragraph 1.1), all estates or interest in any freehold or leasehold Land and all immovable assets belonging to the Company or in which the Company may have an interest, in each case at any time during the Security Period (as defined below) regardless (as regards immoveable assets) of their location; and

(Continued at Addendum 4/4)

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Please complete legibly, preferably in black type, or bold block lettering

CS
75

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Gerwin Leighton Pinner Up.

Date

6 December 2006

A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

On behalf of [mortgagee/chargee][†]

Notes

[†] delete as appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,
 for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Company number

01888801

Name of company

* insert full name
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* London Property Maintenance (Cleaning) Limited (the "Company")

Addendum 1/4

1. Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2. Amount due or owing on the mortgage or charge (continued)

Company number

01888801

Name of company

* insert full name
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* London Property Maintenance (Cleaning) Limited (the "Company")

Addendum 3/4

3. Names, addresses and description of the mortgagees or persons entitled to the charge (continued)

Name of company

* insert full name
of company

* London Property Maintenance (Cleaning) Limited (the "Company")

Addendum 4/4

4. Short particulars of all the property mortgaged or charged (continued)

- 1.3 By way of fixed charge, to the extent that they are not the subject of a mortgage under Clause 4.1.1 of the Deed (as set out above in paragraph 1.1) or a fixed charge under Clause 4.1.2 of the Deed (as set out above in paragraph 1.2), all liens, charges, options, agreements, rights and interests over Land belonging to the Company or in which the Company may have an interest, in each case at any time during the Security Period.
- 2 By Clause 4.2 of the Deed, the Company with full title guarantee (subject to Permitted Encumbrances) has charged in favour of the Bank for the payment and discharge of the Secured Liabilities by way of fixed charge (and to the extent that they are not subject of a mortgage or charge under Clause 4.1 of the Deed (as set out above)):
- 2.1 all plant, machinery, vehicles, computers, office and other equipment and, in all cases, the full benefit of all licences, warranties and maintenance contracts for them;
- 2.2 the Securities (as defined below);
- 2.3 the goodwill and uncalled capital of the Company at any time during the Security Period;
- 2.4 the Intellectual Property (as defined below); and
- 2.5 all its rights under, or in connection with, authorisations held by the Company at any time during the Security Period in connection with the business of the Company or the Charged Assets (as defined below) and the right to recover and receive all compensation or other amounts payable to the Company in respect of such authorisations.
- 3 By Clause 4.3 of the Deed, the Company with full title guarantee (subject to Permitted Encumbrances) has charged in favour of the Bank for the payment and discharge of the Secured Liabilities by way of Floating Charge (as defined below) all Assets (as defined below) other than those Assets for the time being effectively charged by way of legal or equitable mortgage or fixed charge as provided in Clause 4.1 of the Deed, effectively charged by way of fixed charge as provided in Clause 4.2 of the Deed or effectively assigned (whether at law or in equity) to the Bank as provided in Clause 5 of the Deed.

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the Floating Charge.

There shall be excluded from the charges created by Clause 4 of the Deed (as set out above) any leasehold property held by the Company under a lease which either precludes absolutely or conditionally (including requiring the consent of any third party) the Company from creating any charge over its leasehold interest in that property (each an "Excluded Property") until the relevant condition or waiver has been satisfied or obtained.

- 4 By Clause 7 of the Deed, the Company shall not:
- 4.1 create or allow to subsist any Encumbrance (as defined below) on or over the Charged Assets (save for Permitted Encumbrances);
- 4.2 sell, assign, transfer, discount, factor, alienate, deal with or otherwise dispose of, exchange, compound, set-off or grant time or indulgence in respect of, or waive or release the Book Debts (as defined below) otherwise than in accordance with Clause 8 of the Deed;
- 4.3 (excluding the Book Debts, and subject to Clause 7.4 of the Deed (as set out below), save as permitted by the Loan Agreement (as defined below) or otherwise with the prior consent of the Bank) sell, transfer, grant any lease or licence in relation to, enter into any agreement for the sale, transfer of, grant of lease or licence relating to, or otherwise dispose of, the Charged Assets;

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- 4.4 part with possession of the Charged Assets;
- 4.5 confer upon any person any licence, right or interest to occupy the Charged Assets;
- 4.6 grant any licence or permission to assign or underlet the Charged Assets; or
- 4.7 enter into any option agreement or arrangement having a similar effect to any of the actions referred to in Clause 7.3 of the Deed (as set out above in paragraphs 4.3, 4.4, 4.5, 4.6 and this paragraph 4.7).

DEFINITIONS

"Act" means the Law of Property Act 1925;

"Assets" means the business, undertaking, property, assets, revenues, rights and uncalled capital belonging to the Company or to which the Company is or may become entitled or in which the Company may have an interest in, each case at any time during the Security Period;

"Book Debts" means all book and other debts of any nature at the date of the Deed or at any time during the Security Period due or owing to the Company and the benefit of, and the proceeds of all claims under, all Encumbrances, guarantees, indemnities, letters of credit and insurances of any nature enjoyed or held by the Company at any time during the Security Period in relation to those book and other debts;

"Charged Assets" means the Assets from time to time subject or expressed to be subject to the Security;

"Charged Land" means the Land over which security is created pursuant to Clause 4.1 of the Deed;

"Encumbrance" means any mortgage, charge, pledge, lien, assignment, hypothecation, encumbrance, title retention, preferential right or trust arrangement or other security arrangement or agreement or any right (including any "hold back" or "flawed asset" arrangement) conferring a priority of payment;

"Fixtures" means, in relation to the Charged Land, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery at any time during the Security Period on the Charged Land and owned by the Company;

"Floating Charge" means the floating charge created by Clause 4.3 of the Deed (as set out above);

"Intellectual Property" means the Intellectual Property Rights owned or used by the Company throughout the world or the interests of the Company in any of those Intellectual Property Rights, together with the benefit of all agreements entered into or the benefit of which is enjoyed by the Company relating to the use or exploitation of any of those Intellectual Property Rights;

"Intellectual Property Rights" means all patents and patent applications, trade and service marks and trade and service mark applications (and all goodwill associated with any patents, trade and service marks, whether registered, under application for registration or otherwise), all brand and trade names, all copyrights and rights in the nature of copyright, all design rights, all registered designs and applications for registered designs, all inventions, all trade secrets, all know-how and all other intellectual property rights throughout the world;

"Land" means freehold and leasehold land, and all Fixtures, buildings, erections, equipment and effects from time to time on that land, and including the benefit of any covenants for title given or entered into in respect of that land by the Company or any predecessor in title of the Company;

"Loan Agreement" means the loan agreement dated on or about the date of the Deed and made between LPM Acquisitions Limited and the Bank in respect of term loan facilities of £4,250,000 in aggregate and a £1,250,000 revolving credit facility;

"Permitted Encumbrance" means any Permitted Encumbrance as defined in the Loan Agreement;

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"Receiver" means any one or more persons appointed as a receiver in accordance with the provisions of the Deed or the Act and includes an administrative receiver (as referred to in the Insolvency Act 1986) and a receiver and manager;

"Securities" means:

- (a) Shares;
- (b) warrants, options or other rights to subscribe for, purchase, call for delivery of, or otherwise acquire, any Shares;
- (c) allotments, rights, money or property arising from any Shares by way of conversion, exchange, redemption, bonus, preference, option or otherwise;
- (d) dividends, distributions, interest and other income from any Shares; and
- (e) stock, shares and debentures offered in addition to, or in substitution for, any of the foregoing,

belonging to the Company or to which the Company is or may become entitled or in which the Company may have an interest, in each case at any time during the Security Period;

"Security" means the security from time to time constituted by, or pursuant to, the Deed;

"Security Period" means the period beginning on the date of the Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full; and

"Shares" means shares, stock, debentures, debenture stock, loan stock, bonds, notes and certificates of deposit;

"Winding-up" of a person means the administration, amalgamation, reconstruction, reorganisation, dissolution, liquidation, merger or consolidation of that person, and any equivalent or analogous procedure under the laws of any jurisdiction and a reference to the commencement of any of these includes a reference to the presentation of a petition to a court of competent jurisdiction or the passing of a resolution by the person for, or with a view to, any of them or the taking of any step or to the start of any procedure in relation to any of them.

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 01888801

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ALL MONIES MORTGAGE DEBENTURE DATED THE 24th NOVEMBER 2006 AND CREATED BY LONDON PROPERTY MAINTENANCE (CLEANING) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO KAUPTHING SINGER & FRIEDLANDER LIMITED ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 7th DECEMBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12th DECEMBER 2006.

Rest San



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES