In accordance with Section 860 of the Companies Act 2006

MG01

Particulars of a mortgage or charge

148586 / 52

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**
You cannot use this form particulars of a charge fo company To do this, ple form MG01s

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A16 12/03/2010 125
COMPANIES HOUSE

For use

1 Company details

Company number: 0 1 8 8 8 8 0 1

Company name in full: LPM Cleaning Limited ("Mortgagor")

→ **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: d1 d0 m0 m3 y2 y0 y1 y0

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: Fixed charge on non-vesting debts ("Fixed Charge")

4 Amount secured

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

Amount secured: Please see continuation sheet

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

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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

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

Name	Clydesdale Bank Public Limited Company ("**Bank**")
Address	Level 1, 88 Wood Street, London
Postcode	E C 2 V 7 Q Q
Name	
Address	
Postcode	

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

Please see continuation sheet

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7 Particulars as to commission, allowance or discount (if any)

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

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

None

8 Delivery of instrument

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)

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)

9 Signature

Please sign the form here

Signature

Signature

X DLA Piper UK LLP X

This form must be signed by a person with an interest in the registration of the charge

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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 Anna Gilmore

Company name DLA Piper UK LLP

Address 3 Noble Street

Post town London

County/Region

Postcode E C 2 V 7 E E

Country

DX DX 33866 Finsbury Square

Telephone 08700 111 111

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

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

In accordance with Section 860 of the Companies Act 2006

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Particulars of a mortgage or charge

4 Amount secured

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

Amount secured

1 All monies and liabilities which are, at the date of the Fixed Charge or shall at any time after the date of the Fixed Charge be due owing or incurred to the Bank by the Mortgagor whether actually or contingently and whether presently or in the future and whether solely or jointly with any other person and whether as principal or surety or in any way whatsoever provided that the monies and liabilities which the Mortgagor covenants to pay and discharge under the Fixed Charge shall not include any monies and liabilities arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974, unless specifically agreed in writing between the Mortgagor and the Bank

2 On a full and unlimited indemnity basis all costs charges losses expenses and other sums mentioned in clause 17 of the Fixed Charge

3 Interest to the date of discharge on all sums payable and liabilities to be discharged under any of the provisions of the Fixed Charge

together the **"Secured Amounts"**

In accordance with Section 860 of the Companies Act 2006

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

1. The Charge

The Mortgagor with full title guarantee charges in favour of the Bank in the Fixed Charge as a continuing security for the Secured Amounts by way of first fixed charge -

1 1 all Non-Vesting Domestic Receivables and their proceeds now or in the future owing to the Mortgagor,

1 2 all and any CIF Rights relating to any Non-Vesting Domestic Receivables,

1 3 all Non-Vesting Export Receivables and their proceeds now or in the future owing to the Mortgagor,

1 4 all and any CIF Rights relating to any Non-Vesting Export Receivables,

1 5 the CIF Debt and its proceeds, and

1 6 the Charged Debts

2 MORTGAGOR'S COVENANTS

The Mortgagor covenants with the Bank in the Fixed Charge that the Mortgagor will

2 1

2 1 1 deal with the Non-Vesting Receivables, the proceeds thereof and any rights relating thereto, as if they had been effectively assigned to CIF under the Invoice Discounting Agreement and in particular will not bank or deal with any proceeds thereof other than strictly in accordance with the relevant provisions of the Invoice Discounting Agreement,

2 1 2 not, without the prior written consent of the Bank, sell, assign, charge, factor or discount or in any other manner deal with any Receivables or the Charged Debts other than in accordance with the Invoice Discounting Agreement,

2 2 irrevocably authorise (and hereby authorises accordingly) the Bank to instruct CIF

2 2 1 to deal with the CIF Debt as the Bank sees fit,

2 2 2 to transfer the proceeds of the CIF Debt to any bank account (**"Bank Account"**) the details of which the Bank notifies to CIF from time to time, and

2 2 3 to retain the proceeds of the CIF Debt in the Bank Account until the Secured Amounts have been discharged in full,

2 3

2 3 1 get in and realise the Charged Debts and the Receivables in the ordinary course of its business (which shall not include or extend to the selling or assigning or in any other way factoring or discounting the same) and hold the proceeds of such getting in and realisation of the Charged Debts and the Receivables upon trust for the Bank (until payment to the Special Account as hereinafter provided),

2 3 2 pay the proceeds of such getting in and realisation of the Charged Debts and the Receivables into such separate and denominated account with the Bank as the Bank may

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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

require,

2 3 3 not be entitled to withdraw from the Special Account all or any monies standing to the credit thereof except with the prior consent of the Bank,

2 3 4 if called upon so to do by the Bank execute a legal assignment of the Charged Debts and/or the Receivables to the Bank in such terms as the Bank may require and give such notice thereof to the debtors from whom the Charged Debts or Receivables are due owing or incurred and take any such other steps as the Bank may require to perfect such legal assignment,

2 3 5 not without the prior written consent of the Bank release exchange compound set off grant time or indulgence in respect of or in any other manner deal with all or any of the Charged Debts or the Receivables except as expressly provided for herein,

2 4 notify the Bank immediately if any corporate action, legal proceedings, or other procedure or step is taken or any application or notice is made by any person (including, without limitation, the Mortgagor) in relation to the administration, administrative receivership, receivership, winding-up or dissolution of the Mortgagor

3. APPOINTMENT OF THE BANK AS ATTORNEY FOR THE MORTGAGOR

The Mortgagor irrevocably appoints under the Fixed Charge the Bank and Receiver and any persons nominated in writing under the hand of any officer of the Bank jointly and also severally its attorney and attorneys for and in the name of and on behalf of the Mortgagor to do all such acts and things and execute all such deeds and sign all such documents and enter into such arrangements as the Bank from time to time may consider desirable or necessary in relation to the completion or perfection of its security under the Fixed Charge or in or towards the enforcement or exercise of any rights or remedies under the Fixed Charge conferred upon the Bank and/or the Receiver whenever exercisable or in or towards the enforcement of any of the covenants or agreements in the Fixed Charge on the part of the Mortgagor All money expended by any such attorney shall be deemed to be expenses incurred by the Bank under the Fixed Charge

4. CONTINUING AND INDEPENDENT SECURITY

4 1 The Fixed Charge shall not be considered as satisfied or discharged by any intermediate payment of part of the Secured Amounts but shall constitute and be a continuing security to the Bank and shall be in addition to and shall not operate so as in any way to prejudice or affect and shall not be prejudiced or affected by any rights or remedies to which the Bank is by law entitled or any other securities which the Bank may at any time hold for the Secured Amounts or any right or remedy of the Bank thereunder and in particular it shall not be necessary for the Bank to resort to or seek to enforce any security or personal guarantee or liability of any other person firm or company

4 2 The Fixed Charge shall be in addition to and shall be independent of every other security which the Bank may at any time hold for any of the Secured Amounts and it is hereby declared that no prior security held by the Bank over the whole or any part of the Charged Debts and/or Receivables (and unless otherwise agreed in writing no such security which may hereafter be granted to the Bank) shall merge in the security created by the Fixed Charge

5. RECEIVER

The Fixed Charge includes the power to apoint a Receiver

6 **Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Short particulars

6. DEFINITIONS

In the Fixed Charge unless the context otherwise requires -

'Charged Debts'	means all book debts and other debts at the date of the Fixed Charge and from time to time after the date of the Fixed Charge due owing or incurred to the Mortgagor (other than such of the said debts as the Bank may have specifically agreed in writing to exclude from the first fixed charge contained in Clause 3 6 of the Fixed Charge (paragraph 1 6 above)) but excluding Non-Vesting Receivables and all and any rights relating thereto,
'CIF'	means the Bank in its capacity as provider of invoice discounting facilities under the Invoice Discounting Agreement,
'CIF Debt'	means all and any sums due from CIF to the Mortgagor pursuant to the terms of the Invoice Discounting Agreement on or after the Declared Date,
'CIF Rights'	shall have the meaning given to Associated Rights in the Invoice Discounting Agreement,
'Declared Date'	means the date following the occurrence of a Termination Event that CIF declares that it, or its agent, has collected the maximum possible proceeds of all and any Receivables outstanding on or after the date of the relevant Termination Event having exercised its rights under the Invoice Discounting Agreement and conducted its usual business practices with a view to maximising realisations from such Receivables (insofar as such action remains economic and cost effective),
'Invoice Discounting Agreement'	means an invoice discounting agreement dated 18 February 2009 made between (1) the Mortgagor and (2) the Bank,
'Non Vesting Domestic Receivables' from	means all and any Receivables (other than Export Receivables (as defined in the Invoice Discounting Agreement)) purportedly assigned to CIF pursuant to the Invoice Discounting Agreement time to time but which do not, for any reason, vest absolutely and effectively in CIF,
'Non Vesting Export Receivables'	means all and any Export Receivables (as defined in the Invoice Discounting Agreement) purportedly assigned to CIF pursuant to the Invoice Discounting Agreement from time to time but which do not, for any reason, vest absolutely and effectively in CIF,
'Non Vesting Receivables'	means the Non Vesting Domestic Receivables and the Non Vesting Export Receivables,
'Receivables'	has the meaning given to it in the Invoice Discounting Agreement,

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'Receiver'	means any administrative receiver, receiver and manager for the time being appointed by the Bank under or by virtue of this Fixed Charge and if more than one administrative receiver, receiver and manager has been so appointed then the expression 'the Receiver' shall mean any or all of them,
'Special Account'	means the separate denominated account referred to in Clause 4 3 2 of the Fixed Charge (paragraph 2 3 2 above) of the Fixed Charge (paragraph 2 3 2 above), and
'Termination Event'	shall have the meaning given to it in the Invoice Discounting Agreement

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 1888801
CHARGE NO. 10

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIXED CHARGE ON NON-VESTING DEBTS DATED 10 MARCH 2010 AND CREATED BY LPM CLEANING LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CLYDESDALE BANK PUBLIC LIMITED COMPANY 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 12 MARCH 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 MARCH 2010

Companies House
— for the record —

REGISTRAR OF COMPANIES FOR ENGLAND AND WALES

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES