

MG01

Particulars of a mortgage or charge



IRIS
LASERFORM

180346/13

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 Scottish company. To do this, please use form MG01s.

TUESDAY



AZLUKFM9

A34

08/12/2009

58

COMPANIES HOUSE

1

Company details

Company number

0 7 0 0 7 4 6 7

Company name in full

SURREY LIGHTING SERVICES LIMITED (the "**Chargor**")

1

For official use

DX

→ 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

27 11 2009

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 and Floating Security Document dated 27 November 2009 between the Chargor and Lloyds TSB Bank plc (the "**Security Agent**") (the "**Debenture**")

4

Amount secured

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

Amount secured

All monies, debts and liabilities due, owing or incurred by the Chargor to any Finance Party as at 27 November 2009 and in the future under or in connection with any Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise) (the "**Liabilities**").

Continued on continuation page.

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	LLOYDS TSB BANK PLC	
Address	25 Gresham Street	
	London	
Postcode	E C 2 V 7 H N	
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	<p>1. Fixed Charges</p> <p>1.1 Creation of first-ranking fixed charges</p> <p>The Chargor, with full title guarantee and as security for the payment of all Liabilities, has charged in favour of the Security Agent (as trustee for the Finance Parties):</p> <p>1.1.1 by way of first legal mortgage, all Real Property in England and Wales belonging to it as at 27 November 2009;</p> <p>1.1.2 by way of first fixed equitable charge, all other Real Property belonging to it as at 27 November 2009 not charged under clause 3.1.3 of the Debenture, as set out in clause 1.1.3 herein, and all Real Property acquired by it in the future; and</p> <p>1.1.3 by way of first fixed charge, the following items held by it as at 27 November 2009 and in the future:</p> <ul style="list-style-type: none">(a) Book Debts;(b) Bank Accounts (other than the ProjectCo Distribution Account);(c) Investments;(d) uncalled capital and goodwill;(e) Intellectual Property;(f) beneficial interest in any pension fund;(g) plant and machinery (except to the extent mortgaged or charged by clause 3.1.1 or 3.1.2 of the Debenture, as set out in clause 1.1.1 or 1.1.2 herein);(h) Insurance Proceeds (other than to the extent assigned by clause 5 (Assignment) of the Debenture, as set out in clause 3 herein); and <p>Continued on continuation page.</p>	

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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

N/A

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 *Ashurst 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 YZZ/LFM/B180.00068/15018467

Company name
Ashurst LLP

Address Broadwalk House

5 Appold Street

Post town London

County/Region

Postcode E C 2 A 2 H A

Country England

DX 639 London City

Telephone +44 (0)20 7638 1111



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

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Amount secured

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

Amount secured

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In this Form MG01:

"Account Bank" means Lloyds TSB Bank plc;

"Accounts Agreement" means the accounts agreement in the agreed form entered into on or about 27 November 2009 between the Chargor, HoldCo, the Account Bank, the Security Agent and the Facility Agent;

"Administrator" means an administrator appointed under Schedule B1 to the Insolvency Act 1986;

"Advances" means the advances made to the Chargor under the Credit Agreement;

"Assigned Contracts" means the contracts and documents listed in schedule 3 (Assigned Contracts) of the Debenture;

"Bank Accounts" of the Chargor means all current, deposit or other accounts with any bank or financial institution in which it has an interest as at 27 November 2009 or in the future and (to the extent of its interest) all balances as at 27 November 2009 or in the future standing to the credit of or accrued or accruing on those accounts;

"Book Debts" of the Chargor means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts and Charges), as at 27 November 2009 or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind;

"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets;

"Charges" means all or any of the Security created or expressed to be created by or pursuant to the Debenture;

"Enforcement Event" means an Event of Default which is continuing;

"Event of Default" means an event specified as such in clause 22 (Default) of the Credit Agreement;

"Finance Documents" means the credit agreement (the **"Credit Agreement"**), intercreditor agreement, security documents, direct agreements, account agreements and other related documentation entered into between, inter alios, the Chargor, HoldCo and the Security Agent;

"Finance Party" means each of Lloyds TSB Bank plc and Barclays Bank PLC;

"Financial Year" means the period of 12 months ending on 31 March in each year;

"HoldCo" means SLS HOLDING COMPANY LIMITED (a company incorporated in England and Wales with registered number 07005561);

"Insolvency Act" means the Insolvency Act 1986;

"Insurance Proceeds" means all of the Chargor's right in, to and in respect of all or any monies whatsoever received or receivable under or in respect of any Insurances as at 27 November 2009 or in the future;

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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	<p>(2 of 3)</p> <p>"Insurances" means all contracts and policies of insurance as set out in Schedule 9 (Insurance) of the Credit Agreement;</p> <p>"Intellectual Property" means the Intellectual Property Rights owned or used by the Chargor or the interests of the Chargor 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 Chargor relating to the use or exploitation of any of those Intellectual Property Rights;</p> <p>"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 such registrations and applications), 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;</p> <p>"Investments" of the Chargor means:</p> <p>(a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit);</p> <p>(b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments;</p> <p>(c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person); and</p> <p>(d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights,</p> <p>in each case owned by the Chargor as at 27 November 2009 or in the future or (to the extent of its interest) in which the Chargor has an interest as at 27 November 2009 or in the future has an interest;</p> <p>"Lenders" means:</p> <p>(a) the Finance Parties; and</p> <p>(b) any bank, financial institution, trust fund or other entity which becomes party to the Credit Agreement as a lender;</p> <p>"ProjectCo Distribution Account" means the account opened in the name of the Chargor on the books of the Account Bank and designated "Surrey Lighting Services Limited – Distribution Account" or any successor account opened in relation thereto;</p> <p>"Real Property" means freehold and leasehold property in England and Wales and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon);</p>	

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Particulars of a mortgage or charge

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Amount secured

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

Amount secured

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"Receiver" means a receiver and manager or other receiver appointed in respect of the Charged Assets and shall, if allowed by law, include an administrative receiver;

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect; and

"Security Interest" means any mortgage, charge (fixed or floating), pledge, lien, hypothecation, right of set-off, security trust, assignment by way of security, reservation of title, any other security interest or any other agreement or arrangement (including a sale and repurchase arrangement) having the commercial effect of conferring security.

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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

(1 of 3)

(i) without prejudice to sub-paragraph (h) of clause 3.1.3 of the Debenture, as set out in clause 1.1.3(h) herein, and any contracts or policies of insurance taken out by or on behalf of it (other than the Insurances) and all related proceeds, claims of any kind, returns of premium and other benefits.

2. Floating Charge

2.1 Creation of first-ranking floating charges

The Chargor, with full title guarantee and as security for the payment of all Liabilities, has charged in favour of the Security Agent by way of first floating charge its undertaking and all its assets, as at 27 November 2009 and in the future, including assets expressed to be charged by clause 3.1 (Creation of first-ranking fixed charges) of the Debenture, as set out in clause 1.1 herein.

2.2 Qualifying Floating Charge

2.2.1 The floating Charges created by the Chargor pursuant to clause 4.1 (Creation of first-ranking floating charges) of the Debenture, as set out in clause 2.1 herein, are each a "qualifying floating charge" for the purposes of paragraph 14.2(a) of Schedule B1 to the Insolvency Act.

2.2.2 Paragraph 14 of Schedule B1 to the Insolvency Act applies to the Debenture and the Security Agent may appoint an Administrator of the Chargor pursuant to that paragraph.

2.3 Ranking

The floating Charges created by the Chargor pursuant to clause 4 (Floating Charge) of the Debenture, as set out in clause 2 herein, rank:

2.3.1 behind all the fixed Charges created by the Chargor pursuant to clause 3 (Fixed Charges) of the Debenture, as set out in clause 2 herein; but

2.3.2 in priority to any other Security over the Charged Assets except for the Security ranking in priority in accordance with paragraph 6 of schedule 1 (Rights of Receivers) of the Debenture.

2.4 Conversion by notice

The Security Agent may convert the floating Charges over all or any of the Charged Assets into a fixed Charge by notice to the Chargor specifying the relevant Charged Assets (either generally or specifically):

2.4.1 if it considers it necessary or desirable to do so in order to protect or preserve the Charges over those Charged Assets and/or the priority of those Charges including where it considers that such Charged Assets are in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy; and/or

2.4.2 upon the occurrence of an Enforcement Event.

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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><u>(2 of 3)</u></p> <p>2.5 Automatic conversion</p> <p>If:</p> <p>2.5.1 the Chargor takes any step to create any Security in breach of clause 6.1 of the Debenture, as set out in clause 5 herein, over any of the Charged Assets not subject to a fixed Charge; or</p> <p>2.5.2 any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets,</p> <p>the floating Charges over the relevant Charged Assets shall automatically and immediately be converted into fixed Charges.</p> <p>3. Assignment</p> <p>The Chargor, with full title guarantee has assigned absolutely to the Security Agent (as security for the payment of all Liabilities) all its right, title and interest as at 27 November 2009 and in the future in and to:</p> <p>3.1 the Assigned Contracts, including all moneys payable to the Chargor, and any claims, awards and judgments in favour of receivable or received by the Chargor, under or in connection with the Assigned Contracts; and</p> <p>3.2 the Insurance Proceeds.</p> <p>4. Disposal</p> <p>The Chargor has agreed that it shall not (nor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose or create, permit or subsist any Security over any Charged Asset except as permitted by the Finance Documents.</p> <p>5. Negative Pledge</p> <p>The Chargor has agreed that it shall not create or permit to subsist any Security over any Charged Asset, nor do anything else prohibited by clause 17.4 (Negative pledge) of the Credit Agreement, as set out in clause 7 herein, except as permitted by that clause.</p> <p>6. Further Assurance</p> <p>The Chargor has agreed that it shall promptly do whatever the Security Agent requires:</p> <p>6.1 to perfect or protect the Charges or the priority of the Charges; or</p> <p>6.2 to facilitate the realisation of the Charged Assets or the exercise of any rights vested in the Security Agent or any Receiver,</p> <p>including executing any transfer, conveyance, charge, assignment or assurance of the Charged Assets or executing and delivering any of the documents in connection with the Charged Assets (whether to the Security Agent or its nominees or otherwise), making any registration and giving any notice, order or direction.</p>	

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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

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7. Under clause 17.4 (Negative pledge) of the Credit Agreement the Chargor has agreed that:

7.1 Except as provided below, the Chargor may not create or allow to exist any Security Interest on any of its assets.

7.2 The Chargor may not:

(i) sell, transfer or otherwise dispose of any of its assets on terms where it is or may be leased to or re-acquired or acquired by it or any of its related entities;

(ii) sell, transfer or otherwise dispose of any of its receivables on recourse terms;

(iii) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts save as set out in the Finance Documents; or

(iv) enter into any other preferential arrangement having a similar effect to that referred to in paragraph (iii) above.

7.3 Clause 7.1 above does not apply to:

(i) Any Security Interest constituted by the Finance Documents;

(ii) Any lien arising by operation of law and in the ordinary course of trading;

(iii) Any Security Interest arising out of title retention provisions in a supplier's standard conditions for the supply of goods acquired in the ordinary course of business, where the value of such goods does not exceed £10,000 (indexed) in aggregate in each Financial Year;

(iv) Any Security Interest entered into pursuant to a Finance Document (to the extent not covered by (i) above); and

(v) Any other Security Interest created or subsisting with the consent of the facility agent under the Credit Agreement.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7007467
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FIXED AND FLOATING SECURITY
DOCUMENT DATED 27 NOVEMBER 2009 AND CREATED BY
SURREY LIGHTING SERVICES LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
ANY FINANCE PARTY 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 DECEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 DECEMBER
2009

Dt
J.S.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES