

# MG01

## Particulars of a mortgage or charge



136999/13

### 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 particulars of a charge for a company. To do this, please form MG01s

THURSDAY



\*LEPLIPS8\*

LD4

09/12/2010

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COMPANIES HOUSE

1

### Company details

Company number 0 7 2 7 6 0 9 2  
Company name in full ISG SOUTH LIMITED (the "Company")

For official use

→ Filing 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 9 1 1 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 A Debenture dated 29 November 2010 (the "Debenture") and made between the Company and the Bank of Scotland plc

4

### Amount secured

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

Amount secured All monies or liabilities due, owing or incurred to any Lender under the Facility Agreement (the "Secured Liabilities").

Note: Capitalised terms not defined on this page are defined in the continuation sheet

#### Continuation page

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

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## Particulars of a mortgage or charge

### 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 Bank of Scotland plc (the "Security Trustee")

Address The Mound, Edinburgh

Postcode E H 1 1 Y Z

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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## Particulars of a mortgage or charge

### 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

Nil

### 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 *Brian Leigh-Pemberton* X

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

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## Particulars of a mortgage or charge



### 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 Angelina Soon

Company name Berwin Leighton Paisner LLP

Address Adelaide House

London Bridge

Post town London

County/Region

Postcode E C 4 R 9 H A

Country

DX 92 London/Chancery Lane

Telephone +44 (0)20 3400 1000



### 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,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

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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

Under the Debenture

#### 1 CHARGING PROVISIONS

1 1 The Company with full title guarantee charged to the Security Trustee as continuing security for the payment or discharge of the Secured Liabilities

1.1.1 by way of legal mortgage all estates or interests in the freehold and leasehold property (including the property described in Schedule 1 to the Debenture) together with all present and future buildings, fixtures (including trade and tenant's fixtures), plant and machinery owned by the Company which are at any time on any such property provided that in the case of any leasehold properties where landlord consent is required in order to charge the properties, no charge shall arise until such consent is obtained Where landlord consent is required the Company shall use all reasonable endeavours to obtain that consent as soon as possible and to keep the Security Trustee informed of the progress of its negotiations,

1 1 2 by way of fixed charge.

1 1 2 1 all estates or interests in any freehold or leasehold property belonging to the Company now or at any time after the date of the Debenture (other than any property charged in terms of Clause 1 1 1 above) together with all buildings, fixtures (including trade and tenant's fixtures), plant and machinery owned by the Company which are at any time on the property provided that in the case of any leasehold properties where landlord consent is required in order to charge the properties, no charge shall arise until such consent is obtained Where landlord consent is required the Company shall use all reasonable endeavours to obtain that consent as soon as possible and to keep the Security Trustee informed of the progress of its negotiations,

1 1 2 2 all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use land and the benefit of all other agreements relating to land to which it is or may become party or otherwise entitled and all fixtures (including trade and tenant's fixtures) which are at any time on the property charged under the Debenture,

1 1 2 3 all present and future plant, machinery, vehicles, computers and office and other equipment owned by the Company (excluding any of the same for the time being forming part of the Company's stock in trade or work in progress),

1 1 2 4 all present and future stocks, shares and other securities owned (at law or in equity) by the Company (including the shares listed in Schedule 2) and all rights and interests accruing or offered at any time in relation to them,

1.1 2 5 all rights and interests in and claims under all policies of insurance and assurance held or to be held by or insuring to the benefit of the Company and the benefit of all rights and claims to which the Company is now or may be entitled under any contracts,

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Short particulars

- 1 1.2.6 all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by the Company or in which it may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by the Company or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world,
- 1.1 2 7 all the Company's goodwill and uncalled capital for the time being,
- 1 1 2 8 all present and future book and other debts and monetary claims of the Company whether payable now or in the future and the benefit of all present and future rights and claims of the Company against third parties relating to them and capable of being satisfied by the payment of money (save as charged under sub-clause 1 1 2 5),
- 1.1.2 9 all present and future bank accounts, cash at bank and credit balances of the Company with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest),
- 1 1 3 by way of floating charge all the Assets not effectively otherwise mortgaged, charged or assigned by Clause 2 of the Debenture, (including, without limitation, any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in sub-clause 1 1 2) but so that the Company is prohibited from creating any fixed security or mortgage or any other floating charge over the Assets having priority over or ranking pari passu with the floating charge created by the sub-clause (otherwise than in favour of the Security Trustee) and the Company has no power without the consent of the Security Trustee to part with or dispose of any part of those Assets except by way of sale in the ordinary course of its business
- 1 2 The Company with full title guarantee assigned as continuing security for the payment or discharge of the Secured Liabilities in favour of the Security Trustee (subject to the right of the Company to require the re-assignment thereof upon payment or discharge in full of the Secured Liabilities)
- 1.2 1 all the right, title and interest of the Company in and to the Assigned Agreements,
- 1 2 2 all the right, title and interest of the Company in and to any interest rate hedging agreements entered into by any person, and
- 1 2 3 (insofar as they are capable of being assigned by way of security) all the right, title and interest of the Company in and to the Insurances
- 2. FURTHER ASSURANCE**
- 2 1 The Company (at its own cost) will on demand in writing by the Security Trustee execute and deliver in such form as the Security Trustee may reasonably require -

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Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>
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Please give the short particulars of the property mortgaged or charged
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Short particulars

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Please give the short particulars of the property mortgaged or charged

Short particulars

- 2 1 1 a legal mortgage of any freehold or leasehold property of the Company which is not effectively charged by sub-clause 2 1.1 of the Facility Agreement and of any freehold or leasehold property acquired by the Company after the date of this Debenture;
- 2 1 2 a standard security or other fixed security over the Company's heritable freehold, leasehold or other property;
- 2 1 3 a fixed charge or assignment in or by way of security of any Asset subject to a floating charge under sub-clause 2 1 3 of the Facility Agreement,
- 2 1 4 a chattel mortgage over such chattels, plant and machinery as the Security Trustee may specify, and
- 2 1 5 a notice of any assignment of its right, title and interest in and to any of the agreements referred to in Clause 2 2 of the Facility Agreement,

and the Company will execute (unless prohibited by law) such other deeds, documents, agreements and instruments and will otherwise do and concur in all such other acts or things as the Security Trustee may (acting reasonably) deem necessary for perfecting, preserving or protecting the security created (or intended to be created) by this Debenture or for facilitating the realisation of the Assets or the exercise of any rights of the Security Trustee under the Debenture

### 3 NEGATIVE PLEDGE

- 3 1 Save as otherwise permitted in the Finance Documents, the Company will not without the prior written consent of the Security Trustee -
  - 3 1 1 create or attempt to create or permit to subsist any right in security, mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or encumbrance on all or any of its Assets, or
  - 3.1 2 sell, transfer, assign, factor, lease or otherwise dispose of or part with possession in any way of all or any of its Assets (other than in terms of Permitted Disposals or on the determination of any lease, tenancy or licence) or share occupation of any Asset, or
  - 3.1.3 in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset.



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#### DEFINITIONS

In this Form MG01

**"Agent"** means Bank of Scotland plc in its capacity as agent for the Lenders and its successors and assignors.

**"Assets"** means the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company

**"Assigned Agreements"** means the Insurances and any other agreement designated as an Assigned Agreement by the Company and the Security Trustee

**"Common Terms Agreement"** means the common terms agreement dated 24 May 2007 (as amended from time to time) and made between, inter alia, the parties to the Debenture

**"Facility Agreement"** means the letter dated 24 May 2007 (as amended from time to time) and made between the Parent (1), the Agent (2), The Governor and the Company of the Bank of Scotland (now known as Bank of Scotland plc) as a Lender (3) and The Royal Bank of Scotland plc as a Lender (4)

**"Finance Documents"** has the meaning given to that term in the Common Terms Agreement

**"Insurances"** means all policies of insurance and all proceeds of them either now or in the future held by, or written in favour of, the Company in which it is otherwise interested, but excluding any third party liability or public liability insurance and any directors and officers insurance

**"Lenders"** means, at any time, the persons having participations at such time under any of the Term Facility and/or the Revolving Facility

**"Parent"** means Interior Services Group Plc (company number 2997684), having its registered office at Aldgate House, 33 Aldgate High Street, London EC3N 1AG

**"Revolving Facility"** has the meaning given in the Facility Agreement

**"Security Trustee"** means Bank of Scotland plc.

**"Term Facility"** has the meaning given in the Facility Agreement.

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#### INTERPRETATION

A reference in this Form MG01 to:

- (1) **"including"** shall not be construed as limiting the generality of the words preceding it
- (2) **"property"** shall include any interest (legal or equitable) in real or personal property and any thing in action,

#### Schedule 1

#### Freehold and leasehold property

Address or Description	Title No (s) (if registered land)	Freehold/leasehold
None as at the date of the Debenture		

#### Schedule 2

#### Subsidiary shares

Subsidiary	No. of Shares
None as at the date of the Debenture	



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

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

**COMPANY NO. 7276092  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 29  
NOVEMBER 2010 AND CREATED BY ISG SOUTH LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO ANY LENDER 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 9 DECEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 DECEMBER  
2010

Dx



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES