

644878/13

MG01

Particulars of a mortgage or charge



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LASERFORM

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 re-
gister particulars of a charge for a S
company. To do this, please use
form MG01s

TUESDAY



LH1ZYOD1

LD2

19/10/2010

36

COMPANIES HOUSE

1

Company details

Company number 0 1 0 9 4 1 7 8

Company name in full JLA Limited (the "Chargor")

26

For official use

→ **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 d1 m1 m0 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

Security Agreement (the "**Security Agreement**") between, amongst others, JLA Limited and certain
other companies as original chargors and Haymarket Financial LLP as Security Agent for the
Finance Parties (the "**Security Agent**")

4

Amount secured

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

Amount secured

As specified in the continuation page

Continuation page

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

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Particulars of a mortgage or charge

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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

Haymarket Financial LLP

Address

6th Floor, 86 Jermyn Street

London

Postcode

S W 1 Y 6 J D

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

As specified in Part 1 of the continuation page, together with the covenants and restrictions set out in Part 1 of the continuation page

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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>All present and future moneys, obligations and liabilities owed by any Obligor to the Finance Parties, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever, under or in connection with the Finance Documents including for the avoidance of doubt under or in connection with any Hedging Document (the "Secured Liabilities")</p> <p>References to the Secured Liabilities are to be construed in relation to the Finance Documents so as to include (i) any increase or reduction in any amount made available thereunder and/or any alteration and/or addition to the purposes for which any such amount, or increased or reduced amount, may be used, (ii) any ancillary facilities provided in substitution for or in addition to the facilities originally made available thereunder, (iii) any rescheduling of the indebtedness incurred thereunder whether in isolation or in connection with any of the foregoing and (iv) any combination of any of the foregoing</p> <p>The Security Agreement secures further advances made under or pursuant to the terms of the Finance Documents and the Lenders are, subject to and upon the terms and conditions of the Finance Documents, under an obligation to make further advances</p>	

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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

Definitions

Accounts means all accounts (including any Designated Accounts), and all moneys from time to time standing to the credit (including any interest thereon) of such accounts and all rights in relation thereto, with any bank, financial institution or other person in any jurisdiction now or at any time hereafter (and from time to time) owned, operated or held by the Chargor or in which the Chargor has an interest,

Acquisition Documents has the meaning given to it in the Facility Agreement,

Administrator means a person appointed in accordance with Schedule B1 Insolvency Act 1986 to manage the Chargor's affairs, business and property,

Assigned Agreements means the Acquisition Documents and the Reports,

Blocked Account in relation to a Chargor

(a) any account so detailed in part 1 of schedule 3 of the Security Agreement or part 1 of schedule 2 of any Deed of Accession by which it has acceded to the Security Agreement, in each case specified as belonging to it, or

(b) any other account which the Security Agent and that Chargor have so designated,

Charged Assets means all the assets for the time being subject to the Security created by the Security Agreement (and references to the Charged Assets include references to any part of them),

Debts means all book and other debts, of any kind whatsoever now or at any time hereafter (and from time to time) due, owing or payable to the Chargor or in which the Chargor has an interest and the proceeds of the same, including the benefit of any judgement or order to pay a sum of money, and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to the same,

Designated Accounts means the Mandatory Prepayment Account and the Holding Account including the accounts so detailed in part 1 of schedule 3 of the Security Agreement or part 1 of schedule 2 of any Deed of Accession and each Blocked Account,

Equipment means all equipment, plant, machinery, tools, vehicles, furniture and other tangible moveable property now or at any time hereafter (and from time to time) owned by the Chargor, and any part thereof, together with the benefit of all contracts and warranties relating to the same,

Facility Agreement means the agreement dated on or about the date hereof and made between, among others, (1) JLA Clean Limited as Parent, (2) Inhoco 3498 Limited as the Company, (3) certain of Inhoco 3498 Limited's subsidiaries as Original Guarantors, (4) Haymarket Financial Luxembourg 3 S à r l and Macquarie Bank Limited as Arrangers, (5) Haymarket Financial LLP as Agent and Security Agent and (6) the financial institutions listed therein as Original Lenders,

Finance Documents means the Finance Documents (as such term is defined in the Facility Agreement),

Finance Parties means the Finance Parties (as such term is defined in the Facility Agreement) including for the avoidance of doubt, the Hedge Counterparties,

Goodwill means all goodwill now or at any time hereafter (and from time to time) of or in the Chargor,

Insurance Policies means all contracts and policies of insurance or assurance and all moneys

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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>payable under or pursuant to such policies, now or at any time hereafter (and from time to time) taken out by or on behalf of the Chargor or (to the extent of its interest) in which the Chargor has an interest excluding, in each case, contracts and policies of insurance or assurance which relate to liabilities to third parties,</p> <p>Intellectual Property means all interests in respect of any patent (including supplementary protection certificates), trade mark, service mark, trade name, registered design, design right, copyright, know-how, utility model, topographical or similar right, moral right, invention, confidential information, trade secret, database right, right in passing off and any other right in intellectual property subsisting anywhere in the world in any of the foregoing whether registered or unregistered and in each case, any registrations, extensions, renewals or applications of or for the same, now or at any time hereafter (and from time to time) owned or held by the Chargor or (to the extent of its interest) in which the Chargor has an interest and including the intellectual property described in schedule 4 <i>Intellectual Property</i> of the Security Agreement and any intellectual property so detailed in any schedule of any Deed of Accession by which a Chargor has acceded to the Security Agreement),</p> <p>Lenders means each Lender as defined in the Facility Agreement,</p> <p>Obligor means each Obligor as defined in the Facility Agreement,</p> <p>Pension Fund Interests means all interests and rights now or at any time hereafter (and from time to time) owned or held by the Chargor in relation to any pension fund,</p> <p>Properties means all estates or interests in any freehold and leasehold properties (whether registered or unregistered) and all commonhold or other immoveable properties now or at any time hereafter (and from time to time) owned by the Chargor (including the properties which are briefly described in Schedule 2 (<i>Properties currently owned</i>) of the Security Agreement and any properties so detailed in any schedule of any Deed of Accession by which a Chargor has acceded to the Security Agreement) but excluding in each case Short Leasehold Properties,</p> <p>Property Interests means all interests in or over the Properties and all rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties, in each case, now or at any time hereafter (and from time to time) owned or held by the Chargor,</p> <p>Receiver means a person appointed by the Security Agent to be a receiver or receiver and manager or (if permitted by law) an administrative receiver of all or any part of the Charged Assets of the Chargor,</p> <p>Reports has the meaning given to it in the Facility Agreement,</p> <p>Securities means all stocks, shares, loan capital, securities, bonds and investments of any kind whatsoever (whether or not marketable) now or at any time hereafter (and from time to time) owned by the Chargor, or in which the Chargor has an interest, together with all allotments offered or arising in respect thereof or incidental thereto and all stocks, shares, loan capital, securities, bonds, investments, rights, income, money or property accruing, deriving, offered or paid from time to time by way of dividend, distribution, interest, exchange, capital reorganisation, conversion, redemption, bonus, rights, preference, option or otherwise in respect thereof,</p> <p>Securities System means any securities system or other system or facility providing means for the deposit of and/or clearance of transactions in securities, whether established in the United Kingdom or elsewhere (including CREST),</p> <p>Short Leasehold Properties all leasehold properties, in the case of an Original Chargor, for a term of less than 7 years unexpired as at the date of the Security Agreement or, in the case of an Additional Chargor, for a term of less than 7 years unexpired as at the date of acquisition of the lease, in each case (whether registered or unregistered) owned by the Chargor, save where the continuing occupation of the relevant land or, as the case may be, property is required in order to carry on the</p>	

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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

business and operations of that Chargor,

Uncalled Capital all the uncalled capital now or at any time hereafter (and from time to time) of a Chargor

Any reference to a Finance Document or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended (however fundamentally, including any amendment providing for any increase in the amount of any facility or other liability) from time to time with the agreement of the relevant parties and (where such consent is, by the terms of the Security Agreement or the relevant document, required to be obtained as a condition to such amendment being permitted) the prior consent of the Security Agent

Part 1

Short particulars of all the property mortgaged or charged

As a continuing security for the payment or discharge of the Secured Liabilities, the Chargor with full title guarantee

- 1 granted to the Security Agent (as trustee for the Finance Parties), a charge by way of legal mortgage over all its Properties which are listed in schedule 2 of the Security Agreement (*Properties currently owned*) opposite its name,
- 2 charged to the Security Agent (as trustee for the Finance Parties), by way of first fixed charge, all its
 - 2 1 Properties acquired by it after the date of the Security Agreement,
 - 2 2 Property Interests,
 - 2 3 Equipment,
 - 2 4 Securities,
 - 2 5 Intellectual Property,
 - 2 6 Debts,
 - 2 7 Accounts,
 - 2 8 Pension Fund Interests,
 - 2 9 Goodwill and Uncalled Capital, and
 - 2 10 rights, title and interest to any agreement, licence, consent or authorisation relating to its business at any time not otherwise mortgaged, charged or assigned pursuant to clauses 1-4 inclusive
- 3 assigned to the Security Agent (as trustee for the Finance Parties) absolutely, subject to a proviso for reassignment on redemption, all of its right, title and interest in and to the Insurance Policies , and
- 4 assigned to the Security Agent (as trustee for the Finance Parties) absolutely, subject to a proviso for reassignment on redemption, the benefit of the Assigned Agreements and Contracts to which it is a party or an addressee and any claims arising under any of the same, and the benefit of any guarantee or security for the performance of the Assigned Agreements

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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

The Security Agreement provides that on the occurrence of any of certain specified events the floating charge created by it will automatically and immediately (without notice) be converted into a fixed charge over the assets subject to that floating charge

The Security Agreement also provides that if any of certain specified events occurs the Security Agent may at any time thereafter, by notice to the Chargor, convert the floating charge created by the Security Agreement with immediate effect into a fixed charge over all or any of the floating charge assets specified in such notice

Any asset acquired by the Chargor after any conversion of the floating charge created under the Security Agreement as described in the two preceding paragraphs which but for such conversion would be subject to a floating charge shall, unless the Security Agent confirms in writing to the contrary, be charged to the Security Agent (as trustee for the Finance Parties) by way of first fixed charge

There is excluded from the security created by the Security Agreement any leasehold property held by the Chargor under a lease which precludes either absolutely or conditionally (including requiring the consent of any third party) the Chargor 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. Immediately upon receipt of the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to the Security Agent (as trustee for the Finance Parties)

If the Chargor acquires any freehold or leasehold property, whether registered or unregistered, (other than any Short Leasehold Property) it must, immediately on request by the Security Agent, execute and deliver to the Security Agent a legal mortgage in favour of the Security Agent of that property in such form as the Security Agent may require (or such other security in the jurisdiction where such property is located as the Security Agent may require)

There is excluded from the security created by the Security Agreement any Intellectual Property held by the Chargor under a licence or other agreement which precludes either absolutely or conditionally (including requiring the consent of any third party) that Chargor from creating any charge over its interest in that Intellectual Property (each an "**Excluded Intellectual Property**") until the relevant condition or waiver has been satisfied or obtained. Immediately upon receipt of the relevant waiver or consent, the relevant formerly Excluded Intellectual Property shall stand charged to the Security Agent (as trustee for the Finance Parties)

Part 2

Covenants and Restrictions

A reference to any freehold, leasehold or commonhold property includes all buildings and fixtures (including trade and tenant's fixtures) which are at any time situated on that property, the proceeds of sale of any part of that property, and the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any monies paid or payable in respect of those covenants

- 1 In the Security Agreement the Chargor has covenanted with the Security Agent that it will not at any time except in accordance with the terms of the Facility Agreement
- 1 1 create or purport to create or permit to subsist any Security other than Permitted Security (as defined in the Facility Agreement) on or in relation to the Charged Assets, or
- 1 2 enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer, surrender or otherwise dispose of or cease to exercise control of all, or part of any interest in any Charged Assets other than by way of a Permitted Disposal (as defined in the Facility Agreement) or pursuant to a Permitted Transaction (as defined in the Facility Agreement)

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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

- 2 In the Security Agreement the Chargor has undertaken that it shall not, except in accordance with the terms of the Facility Agreement, sell, factor, discount, release, exchange, compound, set-off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Debts save as expressly provided in the Security Agreement
- 3 Under the Security Agreement the Chargor must, if called upon so to do by the Security Agent, execute a legal assignment of the Debts to the Security Agent (as trustee for the Finance Parties) in such terms as the Security Agent may require and give notice thereof to the debtors from whom the Debts are due, owing or incurred
- 4 Under the Security Agreement the Chargor must, promptly upon request by the Security Agent or any Receiver or Administrator, at its own expense, take whatever action the Security Agent or a Receiver or Administrator may require for
 - 4 1 creating, perfecting or protecting any security intended to be created by or pursuant to the Security Agreement,
 - 4 2 facilitating the realisation of any Charged Asset,
 - 4 2 1 exercising any right, power or discretion conferred on the Security Agent, or any Receiver or any Administrator or any of their respective delegates or sub-delegates in respect of any Charged Asset, or
 - 4 2 2 creating and perfecting security in favour of the Security Agent (equivalent to the security intended to be created by the Security Agreement) over any assets of a Chargor located in any jurisdiction outside England and Wales

This includes

 - (i) the re-execution of the Security Agreement,
 - (ii) the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance of any property, whether to the Security Agent or to its nominee, and
 - (iii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent (or the Receiver or Administrator, as appropriate) may think expedient

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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 Macfarlane CLP 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 **Olivia Buck**

Company name **Macfarlanes LLP**

Address **20 Cursitor Street**

Post town

County/Region **London**

Postcode **E C 4 A 1 L T**

Country **UK**

DX **138 Chancery Lane**

Telephone **+44 (0)20 7831 9222**



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 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



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

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

COMPANY NO. 1094178
CHARGE NO. 26

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 11
OCTOBER 2010 AND CREATED BY JLA LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY
OBLIGOR TO THE FINANCE PARTIES 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 19 OCTOBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 OCTOBER
2010

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES