

MG01

Particulars of a mortgage or charge



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 company. To do this, please use form MG01s

TUESDAY



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10/08/2010

377

COMPANIES HOUSE

1

Company details

Company number

3 6 7 0 5 4 9

Company name in full

City Shields Incident Management Limited (Company)

For official use

7

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

3 0 7 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 composite guarantee and debenture dated 30 July 2010 (Deed)

4

Amount secured

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

Amount secured

All monies and liabilities at the date of the Deed or thereafter due, owing or incurred by that Chargor to the Beneficiaries (or any of them) under the Documents (or any of them) in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing on such monies and liabilities and all costs, charges and expenses incurred by any Beneficiary under any Document or its equivalent in any other jurisdiction (**Secured Obligations**)

Cont'd.

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 Development Capital Limited (Security Trustee)

Address One Vine Street

London

Postcode W 1 J 0 A H

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

1 Charging provisions**1.1 General**

All Security created by a Chargor under clauses 3.2 to 3.5 of the Deed, reproduced in this form as clauses 1.2 to 1.5 inclusive was

- (a) a continuing security for the payment and discharge of the Secured Obligations,
- (b) granted with full title guarantee,
- (c) granted in respect of all the right, title and interest (if any), present and future, of that Chargor in and to the relevant Secured Asset; and
- (d) granted in favour of the Security Trustee as security trustee for the Beneficiaries

1.2 First legal mortgages

Each Chargor charges by way of first legal mortgage

- (a) the Properties
- (b) all other interests and estates in freehold, leasehold or commonhold property,

and, in each case, all Premises and Fixtures on such property for the time being

Cont

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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).

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Signature

Please sign the form here

Signature

Signature

X

Addleshaw Goddard 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 Jayne Gee

Company name Addleshaw Goddard LLP

Address 100 Barbirolli Square

Post town Manchester

County/Region

Postcode M 2 3 A B

Country

DX 14301 Manchester

Telephone 0161 934 6793



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

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4	Amount secured
	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p>The following defined terms shall have the following meanings</p> <p>Additional Chargor means a company which creates Security over its assets in favour of the Security Trustee by executing a Deed of Accession</p> <p>Aghoco means Aghoco 1022 Limited registered in England and Wales with company number 7200489</p> <p>Articles means the articles of association of Aghoco</p> <p>Beneficiaries means the Security Trustee and the Investors (and Beneficiary shall be construed accordingly)</p> <p>CA2006 means the Companies Act 2006</p> <p>Chargor means an Original Chargor or an Additional Chargor</p> <p>Deed of Accession means a deed in the form set out in schedule 7 of the Deed (Form of Deed of Accession) by which a person will become a party to the Deed as a Chargor and a Guarantor</p> <p>Documents means means the Investor Documents and the Investor Security Documents</p> <p>Group means Aghoco and each of its Subsidiaries for the time being</p> <p>Guarantor means a company which grants a guarantee in favour of the Security Trustee by executing a Deed of Accession</p> <p>Investment Agreement has the meaning given to it in the Investor Loan Note Instrument</p> <p>Investors means the Original Investors, and any permitted transferee of any Original Investor and any person that the Security Trustee is holding property in trust for from time to time (and shall include for the avoidance of doubt any other related and/or associated company, fund, partnership or other entity of the Security Trustee to whom any loan stock and/or shares in Aghoco are issued from time to time) and each being an Investor</p> <p>Investor Documents means the Deed, the Investment Agreement, the Investor Loan Note Instrument, the Investor Loan Notes, the Security Trust Deed, the Articles and (with the exception of the service contracts of any Investors that are individuals) any other document providing for the payment of any amount by any member of the Group to Investor or under which any rights relating to shares arise</p> <p>Investor Security Documents means the Deed, any Deed of Accession entered into by an Additional Chargor and any other document creating Security in favour of the Security Trustee granted by the Chargors or any of them</p> <p>Investor Loan Note Instrument means the instrument pursuant to which the Investor Loan Notes are, or are to be, constituted</p>

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Amount secured

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

Amount secured

Investor Loan Notes means the £2,433,000 series A fixed rate secured loan notes 2018 of Aghoco

Management means Andrew Lloyd-Jones, Matthew Rockett, Angela Heaton and Adrian Jolly

Original Chargers means the Subsidiaries of Aghoco, listed in schedule 1 of the Deed, reproduced as schedule 1 to this form (together with Aghoco)

Original Investors means Lloyds TSB Development Capital Limited and Management

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

Security Trustee means Lloyds TSB Development Capital Limited and which term shall include any person appointed as security trustee or as an additional trustee in accordance with the terms of the Security Trust Deed

Security Trust Deed means the security trust deed between Aghoco, the Companies (as defined therein), the Security Trustee and the Original Investors

Subsidiary means a subsidiary undertaking within the meaning of section 1162 of CA2006

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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

cont'd..

1.3 Assignments

- (a) Each Chargor assigned
 - i) the Relevant Agreements to which it is a party, and
 - ii) the Relevant Policies to which it is a party
- (b) Each Chargor shall remain liable to perform all its obligations under the Relevant Agreements and the Relevant Policies to which it is a party.
- (c) Notwithstanding the other terms of this clause 1.3, prior to the occurrence of an Event of Default which is continuing, each Chargor may, subject to the other terms of the Documents, continue to exercise all and any of its rights under and in connection with the Relevant Agreements.

1.4 First fixed charges

Each Chargor charged by way of first fixed charge:

- (a) all other interests and estates in any freehold, leasehold or commonhold property,
- (b) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property,
- (c) the benefit of all other agreements, instruments and rights relating to its Secured Property,
- (d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, (together **Chattels**) present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them,
- (e) the Subsidiary Shares together with all Related Rights;
- (f) the Investments together with all Related Rights,
- (g) all book and other debts due to the relevant Chargor and their proceeds (both collected and uncollected) (together **Debts**) and all rights, guarantees, security or other collateral in respect of the Debts (or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them);
- (h) all monies from time to time standing to the credit of each account held by the relevant Chargor with any bank, building

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Please give the short particulars of the property mortgaged or charged

Short particulars

society, financial institution or other person (each an Account);

- (i) all its Intellectual Property,
- (j) all its goodwill and uncalled capital;
- (k) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them; and
- (l) to the extent that any legal mortgage in clause 1 2 or any assignment in clause 1 3 is ineffective as a legal mortgage or an assignment (as applicable), the assets referred to in that clause.

1.5 Floating charge

Each Chargor charged by way of first floating charge all its assets and undertaking wherever located both present and future other than any assets effectively charged by way of legal mortgage or fixed charge or assigned under clauses 1 2, 1 3 or 1 4.

2 Negative pledge

2 1 No Chargor shall create or permit to subsist any Security over any of its assets

2 2 No Chargor shall

- (a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by a Chargor or any other member of the Group;
- (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms,
- (c) 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; or
- (d) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

2.3 Clauses 5 1 and 5.2 of the Deed, reproduced in this form as clauses 2 1 and 2.2, do not apply to any Security or arrangement which is Permitted Security.

The following defined terms shall have the following meanings.

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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

Accounting Principles means generally accepted accounting principles in the United Kingdom including the international accounting standards within the meaning of IAS Regulation 1606/2002 to the extent applicable to the relevant financial statements

Aghoco means Aghoco 1022 Limited, a company registered in England with company number 7200489)

Authorisation means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration, or any other similar permission

Acquisition Agreement means the sale and purchase agreement dated on or about 30 July 2010 between, amongst others, Aghoco and the Vendor in relation to the sale and purchase of the entire issued share capital of the Target Companies

Business Day means a day (other than a Saturday or Sunday) on which banks are open for general business in London

Event of Default means any of the following events or circumstances:

- (a) an event of default occurs, howsoever described, under any Investor Document, including any failure by Aghoco to comply with any term of the Investor Loan Note Instrument, or
- (b) an Obligor does not comply with any provision of the Documents unless the failure to comply is capable of remedy and is remedied within 5 Business Days of the earlier of:
 - (i) the Security Trustee giving notice to Aghoco, and
 - (ii) Aghoco or an Obligor becoming aware of the failure to comply

Finance Lease means any lease or hire purchase contract which would, in accordance with the Accounting Principles, be treated as a finance or capital lease

Financial Indebtedness means any indebtedness for or in respect of

- (a) monies borrowed and debit balances at banks or other financial institutions
- (b) acceptance under any acceptance credit or bill discounting facility (or dematerialised equivalent)
- (c) any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument
- (d) any Finance Leases

- (e) receivables sold or discounted (other than any receivables to the

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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

extent that they are sold on a non-recourse basis and meet any requirement for de-recognition under the Accounting Principles)

(f) any Treasury Transaction (and, when calculating the value of that Treasury Transaction, only the market to market value (or, if any actual amount is due as a result of the termination or close-out of that Treasury Transaction, that amount) shall be taken into account

(g) any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution in respect of (i) an underlying liability of an entity which is not a member of the Group which liability would fall within one of the other paragraphs of this definition or (ii) any liabilities of any member of the Group relating to any post-retirement benefit scheme

(h) any amount raised by the issue of redeemable shares which are redeemable (other than at the option of the issuer) before the final maturity date of the Investor Debt or are otherwise classified as borrowings under the Accounting Principles

(i) any amount of any liability under an advance or deferred purchase agreement if (i) one of the primary reasons behind entering into the agreement is to raise finance or to finance the acquisition or construction of the asset or service in question or (ii) the agreement is in respect of the supply of assets or services and payment is due more than 90 days after the date of supply

(j) any amount raised under any other transaction (including any forward sale or purchase sale and sale back or sale and leaseback agreement) having the commercial or economic effect of a borrowing or otherwise classified as borrowings under the Accounting Principles and

(k) the amount of any liability in respect of any guarantee for any of the items referred to in paragraphs (a) to (j) (inclusive)

Fixtures means in respect of any Secured Property, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery now or at any time after the date of the Deed on that Secured Property

Guarantor means a company which grants a guarantee in favour of the Security Trustee by executing a Deed of Accession

HSBC means HSBC Bank plc

Insurance Policies means, in respect of a Chargor, all policies of insurance present and future in which it has an interest

Intellectual Property means

(a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

intellectual property rights and interests (which may, at the date of the Deed, or in the future subsist), whether registered or unregistered

- (b) the benefit of all applications and rights to use such assets of each member of the Group (which may, at the date of the Deed, or in the future subsist)

Investments means any shares, stocks, debenture security, securities, bonds and investments of any type (other than the Subsidiary Shares) whatever, including but not limited to, negotiable instruments, certificates of deposit, eligible debt securities, interests in collective investment schemes, or other investments referred to in section 22 of, and as defined in Part II of Schedule 2 to, the Financial Services and Markets Act 2000 and Part III of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, whether certificated or uncertificated, physical or dematerialised, registered or unregistered, held by the relevant Chargor or by a trustee or clearance system or nominee

Obligors means the Chargors and the Guarantors

Permitted Security means:

- (a) prior to the Senior Discharge Date, any security granted in favour of HSBC
- (b) any security granted in favour of the Security Trustee
- (c) the security granted in favour of the Vendor as security for the Vendor Loan Notes
- (d) the deed of security dated 14 June 2007 granted by Chem-Dry UK Limited in favour of Edward Le Bas Properties Limited
- (e) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by any member of the Group
- (f) any netting or set-off arrangement entered into by any member of the Group in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of members of the Group but only so long as (i) such arrangement does not permit credit balances of Obligors to be netted or set off against debit balances of members of the Group which are not Obligors and (ii) such arrangement does not give rise to other Security over the assets of Obligors in support of liabilities of members of the Group which are not Obligors
- (g) any Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to a member of the Group in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by any

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member of the Group

(h) any Security arising as a consequence of any finance or capital lease

(i) any Security permitted by the Security Trustee in writing

Premises means any building on a Secured Property

Priority Deed means the priority deed made between HSBC, the Original Chargors, the Security Trustee, the Original Investors and the Vendor dated 30 July 2010

Properties mean the properties listed in schedule 2 (Properties) to the Deed, reproduced as schedule 2 to this form

Related Rights means, in respect of any Investment or Subsidiary Share

(a) all monies paid or payable in respect of that Investment or Subsidiary Share (whether as income, capital or otherwise)

(b) all shares, investments or other assets derived from that Investment or Subsidiary Share and

(c) all rights derived from or incidental to that Investment or Subsidiary Share

Relevant Agreement means:

(a) the Acquisition Agreement

(b) each other agreement designated as a Relevant Agreement by the Security Trustee in writing

Relevant Policies means all Insurance Policies together with all monies payable in respect of those policies

Secured Assets means, in respect of any Chargor, all of its assets and undertaking the subject of any Security created by, under or supplemental to, the Deed in favour of the Security Trustee

Secured Property means at any time the Properties and all other freehold, leasehold or commonhold property which is subject to any Security created by, under or supplemental to the Deed

Senior Discharge Date shall have the meaning given to the term First Creditor's Discharge Date in the Priority Deed

Subsidiary Shares means, in respect of a Chargor, all shares present and future held by it in its Subsidiaries (including those listed in schedule 3 (Subsidiary Shares) to the Deed, reproduced as schedule 3 to this form)

Target Company means each of:

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (a) Chem-Dry U K Limited (a company registered in England with company number 2788087)
- (b) Chem-Dry Franchising Limited (a company registered in England with company number 2199693) and
- (c) Chem-Dry Midlands and London Limited (a company registered in England with company number 2388832)

Treasury Transaction means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price

Vendor means Evander Limited

Vendor Loan Notes means the £2,000,000 series B fixed rate secured loan notes 2014 of Aghoco

Schedule 1 Original Chargers

Name	Jurisdiction of incorporation	Registered Number
Chem-Dry U K Limited	England	2788087
Chem-Dry Franchising Limited	England	2199693
Chem-Dry Midlands and London Limited	England	2388832
City Shields Incident Management Limited	England	3670549
Management Facilities (Northern) Limited	England	3736467
2020 Franchising Limited	England	3248728

Schedule 2

Properties

None

Schedule 3

Subsidiary Shares

None

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars		



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3670549
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND
DEBENTURE DATED 30 JULY 2010 AND CREATED BY CITY
SHIELDS INCIDENT MANAGEMENT LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE CHARGOR
TO THE BENEFICIARIES OR ANY OF THEM 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 10 AUGUST 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 AUGUST 2010

Dx



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES