

**COMPANIES FORM No. 395**

## Particulars of a mortgage or charge

# 395

**CHFP025**

Please do not  
write in  
this margin

**Please complete  
legibly, preferably  
in black type, or  
bold block lettering**

\*insert full name  
of Company

**A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.**

**Pursuant to section 395 of the Companies Act 1985**

**To the Registrar of Companies  
(Address overleaf - Note 6)**

**For official use**

**Company number**

4

4575239

Name of company

\* INDEPENDENT INSPECTIONS HOLDINGS LIMITED (the Company)

**Date of creation of the charge**

26 June 2009

Description of the instrument (if any) creating or evidencing the charge (note 2)

### Debenture (the Debenture)

**Amount secured by the mortgage or charge**

All sums of money and liabilities which the Company may from the date of the Debenture or at any time in the future owe to the Bank alone and/or jointly with any other person; sums and liabilities owed as guarantor, indemnifier or security giver for any other person; sums and liabilities which may or may not become payable depending on the outcome of future events including any sums and liabilities which would become payable on demand by the Bank; sums and liabilities owed by the Company to another person, the rights to which have been transferred to the Bank; sums and liabilities owed on current or any other account, including Interest and Costs. (the **Secured Obligations**)

**Names and addresses of the mortgagees or persons entitled to the charge**

Clydesdale Bank PLC (trading as Yorkshire Bank) of 30 St Vincent Place, Glasgow (the **Bank**)

Postcode G1 2HL

Presentor's name address and  
reference (if any):

Hill Dickinson LLP  
50 Fountain St  
Manchester  
M2 2AS

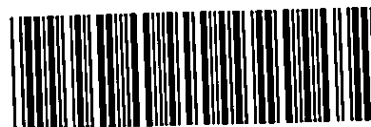
PK.GJP.1069101.1

Time critical reference

For official Use (06/2005)  
Mortgage Section

1 Post room

TUESDAY



\*A0JNVB5R\*

A28

30/06/2009

155

**COMPANIES HOUSE**

Short particulars of all the property mortgaged or charged

Please see Addendum 4/4.

Please do not  
write in  
this margin

*Please complete  
legibly, preferably  
in black type, or  
bold block  
lettering*

Particulars as to commission allowance or discount (note 3)

n/a

Signed

*HM Johnson LLP*

Date

*29/6/09*

On behalf of ~~XXXXXXXXXXXXXXX~~ [chargee] †

*A fee is payable  
to Companies  
House in  
respect of each  
register entry  
for a mortgage  
or charge.  
(See Note 5)*

† delete as  
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

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## Addendum 1/4

1. Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

## Addendum 2/4

2. Amount due or owing on the mortgage or charge (continued)

## Addendum 3/4

3. Names, addresses and description of the mortgages or persons entitled to the charge (continued)

## Addendum 4/4

4. Short particulars of all the property mortgaged or charged (continued)

1.1 As security for the payment and discharge of the Secured Obligations and all other sums and liabilities owed under the Debenture the Company with full title guarantee charged to the Bank:

1.1.1 by way of legal mortgage the property (if any) particulars of which are set out in the Debenture, together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time on that property and all rights in respect of that property;

1.1.2 by way of fixed charge all other (if any) freehold and leasehold property of the Company whether acquired before or after the date of the Debenture together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time on that property and all rights in respect of that property;

1.1.3 by way of fixed charge all (if any) plant, machinery, vehicles, computers and office and other equipment of the Company particulars of which are set out in the Debenture together with the benefit of all relevant contracts, warranties and maintenance arrangements;

1.1.4 by way of fixed charge all other (if any) plant, machinery, vehicles, computers and office and other goods and equipment of the Company together with the benefit of all relevant contracts, warranties and maintenance arrangements;

1.1.5 by way of fixed charge the Debts;

1.1.6 by way of fixed charge the Bank Debts;

1.1.7 by way of fixed charge the goodwill and any uncalled capital of the Company both from the date of the Debenture and at any time in the future;

1.1.8 by way of fixed charge all stocks, shares, bonds and other securities whether marketable or not and all other interests (including but not limited to loan capital) of the Company in any company or other person from the date of the Debenture and at any time in the future together with all related dividends and other rights;

1.1.9 by way of fixed charge, all patents, patent applications, trade marks and service marks (whether registered or not), trade mark applications, service mark applications, trade names, registered designs, design rights, copyrights, computer

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programmes, know-how and trade secrets and all other industrial or intangible property or rights and all licences, agreements and ancillary and connected rights relating to, intellectual and intangible property of the Company from the date of the Debenture and in the future;

1.1.10 by way of floating charge the Company's undertaking and all its property, assets and rights whatsoever from the date of the Debenture and in the future, other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment pursuant to paragraphs 3.1.1 to 3.1.9 (inclusive) of the Debenture (paragraph 1.1.1 to 1.1.9 above) but including any assets of the Company situated in Scotland, whether or not effectively charged pursuant to paragraphs 3.1.1 to 3.1.9 (inclusive) of the Debenture (paragraph 1.1.1 to 1.1.9 above).

1.2 Each of the charges created under paragraph 3.1 of the Debenture (para 1.1 above) shall be a first charge and, where appropriate, shall extend to the proceeds of sale of the relevant Charged Assets.

1.3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (as incorporated by Schedule 16 of the Enterprise Act 2002) shall apply to the floating charge created pursuant to the Debenture

1.4 The Bank may at any time by giving the Company notice in writing convert the floating charge over any assets specified in the notice into a fixed charge. This clause does not apply to any assets situated in Scotland if and to the extent that a Receiver would not be capable of exercising his powers in Scotland pursuant to Section 72 of the Insolvency Act 1986 by reason of such automatic conversion.

1.5 All Costs and Interest on Costs from the date they are incurred until the date they are paid will be secured by the Debenture.

The Company thereby agreed that it will not:

2.1 without obtaining the Bank's written consent, dispose of or create or permit to subsist or arise any Encumbrance on or over, the Debts or any part of the Debts or release, set off, compound, sell, factor, discount or deal with the Debts other than in accordance with paragraph 5.1.12 of the Debenture;

2.2 dispose of or extinguish or reduce any Bank Debt or create or permit to subsist or arise any Encumbrance (including without limitation in this case any right of combination of accounts or set off or any similar right) on or over the Bank Debts;

2.3 create or attempt to create or permit to subsist or arise in favour of any person any Encumbrance (except a lien arising by operation of law in the ordinary course of trading over Charged Assets other than land) on or affecting the Charged Assets or any part of the Charged Assets; or

2.4 subject to the other provisions of the Debenture, dispose of the Charged Assets or any part of the Charged Assets or agree so to do except in the case of:

2.4.1 stock-in-trade, which may, subject to the other provisions of the Debenture, be disposed of at full market value in the usual course of trading as now conducted and for the purpose of carrying on the Company's business; and

2.4.2 other Floating Charge Assets which may, subject to the other provisions of the Debenture, be disposed of in the ordinary course of business and at full market value.

3. The Company will at any time when requested by the Bank execute and deliver in the Bank's favour or as it may direct any legal or other assignments, mortgages, charges, transfers or other documents in respect of the Charged Assets. Such documents shall be in such form as the Bank may reasonably request and shall be prepared by or on behalf of the Bank at the Company's cost.

#### Definitions:

#### **Bank Debts**

all sums of money standing to the credit of the Company on any account

Name of company

\*insert full name  
of Company

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with any bank (other than the Bank) or other financial institution, other than any of those sums which the Bank may have at any time agreed specifically and in writing to exclude or release from the charges contained in this Debenture

**Charged Assets**

all the property, assets and rights of the Company described or referred to in paragraph 3.1 (paragraph 1.1 above) and any part or parts of such property, assets and rights

**Costs**

banking charges and all costs and expenses (including the Bank's internal management and administrative costs and legal costs on a full indemnity basis) incurred by the Bank or any receiver appointed by the Bank in exercising the rights of the Bank or any receiver under this Debenture, calculated as agreed between the Company and the Bank, or if there is no agreement, in accordance with the Bank's current practice from time to time

**Debts**

the book and other debts now and from time to time due or owing to the Company other than

- any of those debts which the Bank may have at any time agreed specifically and in writing to exclude or release from the charges contained in this Debenture
- any of those debts which are now or at any time in the future assigned to the Bank absolutely pursuant to a receivables financing agreement made between the Company and the Bank and
- Bank Debts

**Encumbrance**

any mortgage, charge, pledge, lien, standard security, assignment by way of security or other security interest of any kind

**Floating Charge Assets**

the undertaking, property, assets and rights of the Company charged to the Bank under paragraph 3.1.10 of the Debenture (paragraph 1.1.10 above)

**Interest**

interest at the applicable rate or rates agreed between the Company and the Bank from time to time in respect of any sum of money or liability, and if no rate has been agreed between the Company and the Bank for any particular sum of money or liability, interest at such rate as the Bank may select from the rates agreed between the Company and the Bank in respect of any other sum of money or liability, in all circumstances, computed and compounded as agreed between the Company and the Bank, or if there is no agreement, in accordance with the Bank's current practice from time to time, both before and after any judgement is obtained by the Bank

**Receiver**

any person or persons appointed as receiver and/or administrative receiver pursuant to the terms of this Debenture and the expression includes any substituted receiver or receivers or administrative receiver or receivers

Company number

4575239

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

**Pursuant to section 401(2) of the Companies Act 1985**

**COMPANY NO. 4575239  
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 26 JUNE 2009  
AND CREATED BY INDEPENDENT INSPECTIONS HOLDINGS  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY TO CLYDESDALE BANK PLC  
(TRADING AS YORKSHIRE BANK) ON ANY ACCOUNT  
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED  
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS  
REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE  
COMPANIES ACT 1985 ON THE 30 JUNE 2009

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 JULY 2009**



**Companies House**  
— for the record —



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**