

MG01

Particulars of a mortgage or charge



162257 e 32500

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

TUESDAY



ACIFURHL

A18

08/02/2011

180

COMPANIES HOUSE

1

Company details

Company number

0 4 5 7 5 2 3 9

Company name in full

Independent Inspections Holdings Limited (**Chargor**)

6

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

d3 d1 m0 m1 y2 y0 y1 y1

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 between, amongst others, the Company
(as defined below), the Chargor and the Investor (as defined below)
(**Debenture**)

4

Amount secured

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

Amount secured

All monies and liabilities now or after the date of
the Debenture due, owing or incurred by the Chargor
to the Investor 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 the Investor under any
Document, except for any obligation which, if it
were included in the Debenture, would constitute
unlawful financial assistance, or its equivalent in
any other jurisdiction.

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 Andrew Lloyd-Jones (**Investor**)

Address Victoria Cottage, Dunstall Road

Barton under Needwood, Staffordshire

Postcode D E 1 3 8 A X

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

All security created by the Chargor under the Debenture over the assets described below was granted with full title guarantee in respect of all the right, title and interest (if any), on or after the date of the Debenture, of the Chargor in and to each of those assets.

1 First legal mortgages

The Chargor charged 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.

2 Assignments

The Chargor assigned:

- (a) the Relevant Agreements to which it is a party; and
- (b) the Relevant Policies to which it is a party

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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

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 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 **BARRP (330685-12)**

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 6000**



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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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>In this form, the following terms shall have the following meanings:</p> <p>Additional Chargor means a company which creates Security over its assets in favour of the Investor by executing a Deed of Accession</p> <p>Company means Inhoco 3504 Limited (company number 6732498)</p> <p>Deed of Accession means a deed in the form set out in schedule 7 (Form of Deed of Accession) of the Debenture by which a person will become a party to the Debenture as a chargor and a guarantor</p> <p>Documents means the Investor Documents and the Investor Security Documents</p> <p>Group means the Company and each of its Subsidiaries for the time being</p> <p>Intercreditor Deed means the intercreditor deed made between, among others, the Company, the Chargor, Yorkshire Bank (a trading name of Clydesdale Bank PLC) and the Investor dated on or about the date of the Debenture</p> <p>Investor Document means the Debenture, the Investor Loan Note Instrument, the Investor Loan Notes, the Intercreditor Deed and any other document providing for the payment of any amount by any member of the Group to the Investor</p> <p>Investor Loan Note Instrument means the instrument pursuant to which the Investor Loan Notes are, or are to be, constituted</p> <p>Investor Loan Notes means the £147,155 series C fixed rate secured loan notes 2017 of the Company</p> <p>Investor Security Documents means the Debenture, any Deed of Accession entered into by an Additional Chargor and any other document creating Security in favour of the Investor granted by the chargors or any of them</p> <p>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</p> <p>Subsidiaries means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006</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

3 First fixed charges

The 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 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) other than the Excluded Assets, all monies from time to time standing to the credit of each account held by the Chargor with any bank, building society, financial institution or other person;
- (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 3 2 of the Debenture or any assignment in clause 3 3 of the Debenture (referred to in paragraphs 1 and 2 above) is ineffective as a legal mortgage or an assignment (as applicable), the assets purported to be subject to such legal mortgage or assignment.

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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	<p>4 Floating charge</p> <p>Other than the Excluded Assets, the 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 3.2, 3.3 or 3.4 of the Debenture (referred to in paragraphs 1, 2 and 3 above).</p> <p><u>NB:</u></p> <p>Negative Pledge</p> <p>The Chargor agreed that it shall not create or permit to subsist any Security over any of its assets, other than any Security or arrangement which is Permitted Security (as defined in the Debenture)</p> <p>Crystallisation of floating charge</p> <p>The Investor may convert the floating charge created in clause 3.5 of the Debenture (referred to in paragraph 4 above) into a fixed charge as regards any Floating Charge Asset by giving notice in writing to the Chargor in the circumstances specified in (clause 3.7 of the Debenture. In addition, the floating charge created in clause 3.5 of the Debenture (referred to in paragraph 4 above) will automatically and immediately without notice be converted into a fixed charge over the relevant assets or, in the circumstances described in paragraph (c) below, over all of the Floating Charge Assets if (unless permitted in writing by the Investor or expressly permitted under the terms of any Document) .</p> <ul style="list-style-type: none"> (a) the Chargor creates or attempts to create any Security over any of its Floating Charge Assets; (b) any person levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, or (c) any corporate action, legal proceedings or other procedures or steps are taken for the winding up, dissolution, administration or re-organisation of the Chargor. <p>In this form, the following terms shall have the following meanings</p> <p>Authorisation means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration, or any other similar permission</p>	

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Short particulars

Excluded Assets means all monies from time to time standing to the credit of the following accounts of Independent Inspections Limited.

- (a) with The National Westminster Bank Plc with account number 65100298 and sort code 01-67-14,
- (b) with The National Westminster Bank Plc with account number 65339614 and sort code 01-67-14, and
- (c) with the Allied Irish Bank (GB) account number 02801-154 and sort code 23-83-97

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

Floating Charge Assets means all assets and undertaking of the Chargor from time to time subject to the floating charge created under the Debenture

Insurance Policies means, in respect of the 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 intellectual property rights and interests (which may at the date of the Debenture 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 Debenture or in the future subsist)

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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

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 Chargor or by a trustee or clearance system or nominee

Premises means any building on a Secured Property

Properties mean the properties (if any) listed in schedule 1 below

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 any agreement designated as a Relevant Agreement by the Investor in writing

Relevant Policies means all Insurance Policies (other than policies in respect of third party liability) together with all monies payable in respect of those policies

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 Debenture

Subsidiary Shares means, in respect of the Chargor, all shares present and future held by it in its Subsidiaries (including those listed in schedule 2 below)

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Please give the short particulars of the property mortgaged or charged

Short particulars

Schedule 1
Properties
Registered Land
None.
Unregistered Land
None.
Schedule 2
Subsidiary Shares
None.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4575239
CHARGE NO. 6**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND
DEBENTURE DATED 31 JANUARY 2011 AND CREATED BY
INDEPENDENT INSPECTIONS HOLDINGS LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO ANDREW LLOYD-JONES 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 FEBRUARY 2011**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 FEBRUARY
2011**

Handwritten signature



*Companies House
— for the record —*



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