

M

CHFP025

Please do not
write in
this marginPlease complete
legibly, preferably
in black type, or
bold block lettering*insert full name
of Company**COMPANIES FORM No. 395****Particulars of a mortgage or charge****A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.****395**

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[3][][][]

6732498

Name of company

* Inhoco 3504 Limited (Company)

Date of creation of the charge

26 June 2009

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

Composite guarantee and debenture between the Company, the Subsidiaries of
the Company and the Investor (as defined below) (Deed).

Amount secured by the mortgage or charge

24
+
10

All monies and liabilities due at the date of the Deed or thereafter due,
owing or incurred by the Company 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 here, would constitute unlawful
financial assistance or its equivalent in any other jurisdiction. (Secured
Obligations)

In this form the following definitions shall have the following meaning:

contd...

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

Lloyds TSB Development Capital Limited (Investor)
One Vine Street
London

Postcode W1J 0AH

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

Addleshaw Goddard LLP
100 Barbirolli Square
Manchester
M2 3AB
Ref: JACKRJ/105757-39

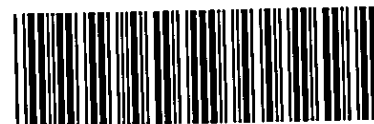
Doc No. 10-647174-2

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

THURSDAY



PCLAMB70

PC2

02/07/2009

943

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

All Security created by the Company under the Deed and reproduced as paragraph 1 to 7 below, is continuing security for the payment and discharge of the Secured Obligations, granted with full title guarantee, granted in respect of all the right, title and interest (if any), on or after the date of the Deed, of the Company in and to the relevant Secured Asset and granted in favour of the Investor.

1 First legal mortgages

The Company 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.

contd...

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed

Addleshaw Goddard LLP

Date

1 July 2009

On behalf of ~~XXXXXX XXXXXX~~ (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

Name of company

*insert full name
of Company

* Inhoco 3504 Limited (Company)

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)

Additional Chargor means a company which creates Security over its assets in favour of the Investor by executing a Deed of Accession

Chargor means an Original Chargor or an Additional Chargor

Deed of Accession means a deed in the form set out in schedule 9 (Form of Deed of Accession) of the Deed by which a person will become a party to the Deed as a Chargor and a Guarantor

Documents means the Investor Documents and the Investor Security Documents

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

Group means the Company and each of its Subsidiaries for the time being

Intercreditor Deed means the intercreditor deed made between, among others, the Company, Yorkshire Bank (a trading name of Clydesdale Bank PLC) and the Investor, dated on or about the date of the Deed

Investment Agreement has the meaning given to it in the Investor Loan Note Instrument

Investor Document means the Deed, the Investment Agreement, 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

Investor Loan Note Instrument means the instrument pursuant to which the Investor Loan Notes are, or are to be, constituted

Investor Loan Notes means the £11,364,705 series A fixed rate secured loan notes 2017 of the Company

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 Investor granted by the Chargors or any of them

Original Chargor means the Subsidiaries of the Company together with the Company

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

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

Name of company

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Addendum 3/4

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

Addendum 4/4

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

2 **Assignments**

(a) The Company assigned:

- (i) the Key-man Policies to which it is a party;
- (ii) the Relevant Agreements to which it is a party; and
- (iii) the Relevant Policies to which it is a party.

3 **First fixed charges**

The Company 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 Company 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 Company with any bank, building society, financial institution or other person (each an **Account**);
- (i) all its Intellectual Property;

Name of company

*insert full name
of Company

* Inhoco 3504 Limited (Company)

- (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 Deed or any assignment in clause 3.3, reproduced in this form as paragraphs 1 and 2, is ineffective as a legal mortgage or an assignment (as applicable), the assets referred to in that clause.

4 Floating charge

Other than the Excluded Assets, the Company 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 clause 3.2, 3.3 or 3.4 of the Deed, reproduced in this form as paragraphs 1, 2 and 3.

5 Conversion of floating charge to a fixed charge

The Investor may at any time by notice in writing to the Company convert the floating charge created under clause 3.5 of the Deed, reproduced in this form as paragraph 4, into a fixed charge as regards any Floating Charge Asset as it shall specify in the notice if:

- (a) an Event of Default is continuing; or
- (b) in the opinion of the Investor that Floating Charge Asset is in danger of being seized or any legal process or execution is being enforced against that Floating Charge Asset.

6 Negative pledge

6.1 The Company shall not create or permit to subsist any Security over any of its assets.

6.2 The Company shall not:

- (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,

Name of company

*insert full name
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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.

6.3 Paragraphs 6.1 and 6.2 do not apply to any Security or arrangement which is Permitted Security.

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

Acquisition Agreement means the sale and purchase agreement dated on or about the date of the Deed between the Company and Mavinwood PLC, a company registered in England with company number 05169780

Additional Debt means, in relation to any Debt:

- (a) any refinancing, novation, deferral or extension of that Debt
- (b) any further advance which may be made under any agreement supplemental to any relevant Document, together with all related interest, fees and costs
- (c) any claim for damages or restitution in the event of rescission of that Debt or otherwise in connection with any Document
- (d) any claim against any Debtor arising from any recovery by any Debtor or any other person of a payment or discharge in respect of that Debt on the grounds of preference or otherwise and
- (d) any claim for breach of representation, warranty, undertaking or in respect of an event of default (howsoever defined) or under any indemnity in connection with any relevant Document

Affiliate has the same meaning as given to it in the Facilities Agreement

Articles means the articles of association of the Company

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

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

Debt means the Senior Debt and the Subordinated Debt

Debtor means:

- (a) each Obligor
- (b) each other member of the Group which has any obligation to the Lender under the Finance Documents and
- (c) any other person that is a debtor in respect of any Debt

Name of company

*insert full name
of Company

* Inhoco 3504 Limited (Company)

Documents means the Finance Documents and the Subordinated Documents

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 the Company 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 Investor giving notice to the Company; and
 - (ii) the Company or an Obligor becoming aware of the failure to comply

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

Facilities Agreement means the facilities agreement dated 9 June 2009 made between the Company and the Lender

Finance Document has the same meaning as given to it in the Facilities Agreement

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 extent 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 marked 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))

Name of company

*insert full name
of Company

* Inhoco 3504 Limited (Company)

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

Floating Charge Assets means all the assets and undertaking from time to time subject to the floating charge created under paragraph 4 (above) (Floating charge) of the Deed

Initial Investors means the institutions and persons listed in Schedule 2 of the Intercreditor Deed

Insurance Policies means, in respect of the Company, 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 now 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 now or in the future subsist)

Intercreditor Accession Deed means a deed substantially in the form set out in Schedule 3 to the Intercreditor Deed

Intercreditor Deed means an intercreditor deed dated [] June 2009 between the Original Obligors, the Lender, the Investor and the Initial Investors

Name of company

*insert full name
of Company

* Inhoco 3504 Limited (Company)

Intra-Group Debt means all present and future liabilities and obligations due, owing or incurred by any Obligor to any other Obligor in any currency or currencies, whether actual or contingent, whether incurred solely or jointly with any other person and whether incurred as principal or surety, together with any Additional Debt relating to such liabilities and obligations

Intra-Group Documents means the Intra-Group Loan Agreement and all other documents evidencing or guaranteeing any Intra-Group Debt

Intra-Group Loan Agreement means the intra-group loan agreement dated on or about the date of the Deed between the Company and certain other members of the Target Group

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 Company or by a trustee or clearance system or nominee

Investor Debt means all present and future liabilities and obligations due, owing or incurred by any member of the Group to any Investor (or any of its Affiliates) under or in connection with any Investor Document in any currency or currencies, whether incurred as principal or surety together with any Additional Debt relating to such liabilities and obligations and including, without limitation, any Share Rights

Investor Documents means the Shareholders Agreement, the Loan Note Documents, the Articles, the Intercreditor Deed and any other document providing for the payment of any amount by any member of the Group to any Investor (or any of its Affiliates) with the exception of the Service Contracts

Investors means the Initial Investors and each New Investor from time to time

Key-man Policies means the policies of insurance described in schedule 4 (Key-man Policies) of the deed and all insurance policies in respect of the life, disability or critical illness of a member of Management put on risk after the schedule this Deed and in respect of which the Company is the insured party, together with all monies payable in respect of those policies

Lender means Yorkshire Bank (a trading name of Clydesdale Bank PLC)

Loan Note Documents have the same meaning as given to it in the Facility Agreement

Management means Steven Watkins, John Barrett, Simon Maude, Niall Pollard and Louise Dickinson

New Investor means a person who becomes a party to the Intercreditor Deed by the delivery of the Intercreditor Accession Deed under clause 20.4 (Investors) of the Intercreditor Deed

New Obligor has the meaning given to that term in clause 20.3.1.1 (New Obligors and Intra-Group Lenders) of the Intercreditor Deed

Obligor means each Original Obligor and each New Obligor

Name of company

*insert full name
of Company

* Inhoco 3504 Limited (Company)

Obligors means the Company, the Chargors and the Guarantors

Original Obligor means the subsidiaries of the Company as listed in Schedule 1 of the Intercreditor Deed, together with the Company

Permitted Security:

- (a) prior to the Senior Discharge Date, has the meaning given to it in the Senior Facilities Agreement
- (b) after the Senior Discharge Date means:
 - (i) 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.
 - (ii) 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
 - (iii) 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 member of the Group
 - (iv) any Security arising as a consequence of any finance or capital lease
 - (v) any Security permitted by the Investor in writing

Premises means any building on a Secured Property

Properties mean the properties listed in schedule 2 (Properties) of the Deed

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) the Intra-Group Loan Agreement

Name of company

*insert full name
of Company

* Inhoco 3504 Limited (Company)

(c) each other agreement designated as a Relevant Agreement by the Investor in writing

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

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

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 Debt means all present and future liabilities and obligations due, owing or incurred by any Obligor to the Lender under or in connection with any Finance Document in any currency or currencies, whether actual or contingent, whether incurred solely or jointly with any other person and whether incurred as principal or surety together with any Additional Debt relating to such liabilities and obligations

Senior Discharge Date means the date on which the Lender is satisfied that all of the Senior Debt has been unconditionally and irrevocably paid and discharged in full, all commitments of the Lender to the Obligors have been cancelled

Senior Facilities Agreement means the facilities agreement dated on or about the date of the Deed between the Company and Yorkshire Bank (a trading name of Clydesdale Bank PLC)

Service Contracts has the same meaning as given to it in the Facility Agreement

Shareholder Agreement has the same meaning as given to it in the Facility Agreement

Share Rights means all rights attaching to any class of shares in the Company (including the right to receive dividends, redemptions and/or distributions) and any accrued but unpaid dividends, redemptions or other distributions relating to such shares, and all rights to enforce payment of the same granted to the Investors pursuant to the Investor Documents

Subordinated Debt means the Investor Debt and the Intra-Group Debt

Subordinated Documents means the Investor Documents and the Intra-Group Documents

Subsidiary Shares means, in respect of the Company, all shares present and future held by it in its Subsidiaries (including those listed in schedule 3 (Subsidiary Shares) of the deed)

Target Company means each of:

- (a) Ansa Holdings Limited (a company registered in England with company number 05069243);
- (b) Independent Inspections Holdings Limited (a company registered in England with company number 0457539); and
- (c) Home and Comforts Limited (a company registered in England with company number 06433014)

Target Group means any Target Company and its Subsidiaries

Company number

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Name of company

*insert full name
of Company

* Inhoco 3504 Limited(Company)

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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6732498
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND
DEBENTURE DATED 26 JUNE 2009 AND CREATED BY INHOCO
3504 LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO LLOYDS TSB
DEVELOPMENT CAPITAL LIMITED (INVESTOR) 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 2 JULY 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 JULY 2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES