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COMPANIES FORM No. 395

6088251 169

Particulars of a mortgage or charge

395

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

CHFP025

Please do not write in this margin

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

*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

311

03670549

Name of company

* City Shields Incident Management Limited

Date of creation of the charge

24 September 2009

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

Composite Guarantee and Debenture (the "Debenture").

Amount secured by the mortgage or charge

All monies, obligations and liabilities now or at any time in the future due, owing or incurred to Lloyds TSB Development Capital (company number 01107542) (the "Chargee") from the Note Issuer including without limitation pursuant to or in respect of the Finance Documents in each case when the same become due for payment or discharge, whether by acceleration or otherwise, and whether such monies obligations or liabilities are express or implied, present or future, actual or contingent, joint or several, incurred as principal or surety and whether originally owing to the Chargee or purchased or otherwise acquired by it or any of them and whether denominated in sterling or in any other currency, or incurred on any bank account or in any other manner whatsoever and all other amounts payable by the Note Issuer under the Debenture (the "Secured Liabilities").

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

Lloyds TSB Development Capital Limited of One Vine Street, London, W1J 0AH.

Postcode

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

Wragge & Co LLP
55 Colmore Row
Birmingham
B32AS

(Ref: SEH1/CAG/2016990)

Time critical reference

For official Use (02/06)

Mortgage Section

Post room

FRIDAY



ATDW8DRO

A37

02/10/2009

46

COMPANIES HOUSE

14845860

Short particulars of all the property mortgaged or charged

Defined terms not otherwise defined elsewhere in this form are defined in paragraph 3 below.

References in this form to clause numbers, are references to the corresponding clause under the Debenture.

1.1 As continuing security for the payment and/or discharge of the Secured Liabilities, the Company with full title guarantee charges to the Chargee the following assets, both present and future, from time to time owned by the Company or in which the Company may from time to time have an interest:

(a) all freehold and leasehold property of the Company and all liens, charges, options, agreements, rights and interests in or over land or the proceeds of sale of land and all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time on such property or land together with all rights easements and privileges appurtenant to or benefiting the same;

(b) all plant, machinery (other than that charged by clause (a)) vehicles computers and office and other equipment and the benefit of all contracts and warranties relating to the same;

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)

NIL

Signed Warrse & Co LLP Date 30 September 2009

On behalf of [company] [mortgagee/chargee] †

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

Notes

† delete as appropriate

- 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

* City Shields Incident Management Limited

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 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)

(c) all stocks, shares, bonds and securities of any kind whatsoever whether marketable or otherwise and all other interests (including but not limited to loan capital) in any person including all allotments, rights, benefits and advantages whatsoever at any time accruing offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect of them;

(d) (subject to clause 8 of the Debenture in the case of any monies held in, or sums standing to the credit of the Collections Account), the Receivables:

(e) all its rights, title and interest in and to cash at bank and (if different) any amount from time to time standing to the credit of any bank or other account with the Chargee or with any other bank, financial institution or person (including, without limitation but subject to clause 8 of the Debenture, the Collections Amount);

(f) the Insurances and all proceeds of the Insurances;

(g) all uncalled capital and the goodwill of the Company now or at any time in the future in existence;

(h) the benefit of all representations, undertakings, warranties and indemnities granted in favour of the Company under or pursuant to any agreement to which it is a party and the right to recover and receive all damages and/or compensation which may be payable to it in respect of them; and

(i) the Intellectual Property.

1.2 The Company with full title guarantee charges to the Chargee by way of floating charge as a continuing security for the payment and discharge of the Secured Liabilities its undertaking and all its property, assets and rights whatsoever and wheresoever, both present and future, but excluding any property or assets from time to time or for the time being effectively charged to the Chargee by way of fixed charge pursuant to clause 4.1 of the Debenture (described at paragraph 1.1 above).

1.3 As further security for the payment of the Secured Liabilities, the Company assigns absolutely to the Chargee all its right, title and interest in the Receivables and the Assigned Agreements and Insurances, provided that on payment or discharge in full of the Secured Liabilities and the Chargee will at the request and cost of the relevant Company reassign the Receivables, Assigned Agreements and Insurances (each an "Assigned Asset") to the Company.

Name of company

*Insert full name
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* City Shields Incident Management Limited

1.4 Each of the charges referred to in clause 1.1 shall be read and construed as, and deemed to be, separate charges over each of the items mentioned in 1.1 (a) to (i) (inclusive), so that each item mentioned in each sub-clause and each item forming any constituent element of the Receivables, the Insurances and the Intellectual Property shall be deemed to be subject to a separate charge. Without prejudice to the generality of the previous sentence if any such item shall be found to be subject to a floating charge and not to a fixed charge, such finding shall not of itself result in any other such item being deemed to be subject to a floating charge (as opposed to a fixed charge).

1.5 Paragraph 14 of schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 4.2 of the Debenture (described by clause 1.2 above) which floating charge is accordingly a qualifying floating charge for such purposes.

1.6 The charges created by clause 1.1 and 1.2 shall be first charges.

2. Negative Pledge

2.1 The Company covenants that it will not without the prior written consent of the Chargee:

(a) (save in relation to Receivables to the extent permitted or required pursuant to clause 8 of the Debenture) dispose of, factor, discount, assign or in any other manner deal with, create, or attempt to create, or permit or subsist or arise any Encumbrance (except a Permitted Encumbrance) on or over, the Receivables or any part of the Receivables or release, set off or compound them;

(b) create or attempt to create or permit to subsist in favour of any person other than the Chargee any Encumbrance (except Permitted Encumbrances);

(c) dispose of the Charged Assets or any part of them or attempt to agree so to do, except in relation to Receivables to the extent permitted pursuant to clause 8 of the Debenture and except for Floating Charge Assets which may (subject to the other provisions of this Debenture and in particular but without limitation subject the provisions of clause 8 of the Debenture) be sold on market value terms in the usual course of trading as now conducted and for the purpose of carrying on the Company's business.

3. Definitions and Interpretation

3.1 Unless the context otherwise requires, the following words and expressions shall have the following meanings:

"Assigned Agreements" means any agreement which the Chargee may from time to time designate as such by notice in writing to the Company;

"Charged Assets" means in respect of the Company all the undertaking, goodwill, property, assets and rights of the Company described in clauses 4.1 and 4.2 of the Debenture;

"Collateral Instruments" means negotiable and non-negotiable instruments, guarantees, indemnities and other assurances against financial loss and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for any liabilities of any person and including without limitation any document or instrument creating or evidencing an Encumbrance;

"Collections Account" means in respect of the Company, the bank account into which it collects its Receivables in accordance with Clause 8.1(a) of the Debenture;

"Encumbrance" means any mortgage, charge, assignment for the purpose of security, pledge, lien, right of set-off, arrangement for retention of title, or hypothecation or trust arrangement for the purpose of, or which has the effect of, granting security, or other security interest of any kind whatsoever and any agreement, whether expressed to be conditional or otherwise, to create any of the same or any agreement to sell or otherwise dispose of any asset on terms whereby such asset is or may be leased to or re-acquired or acquired by the person so agreeing or disposing;

"Finance Documents" means the Guarantee and Debenture, the Loan Notes, the Loan Note Instrument and the Shareholders and Subscription Agreement and such other document as the Chargee and the Note Issuer may from time to time designate as a Finance Document;

Name of company

*insert full name
of Company

* City Shields Incident Management Limited

"Floating Charge Assets" means those assets of any Company from time to time subject to a floating charge pursuant to the Debenture;

"Guarantee" means the guarantee given by each Charging Company in the terms of clause 2 of the Debenture subject to and with the benefit of the provisions set out in Schedule 2 of the Debenture;

"Insurances" means all policies of insurance either now or in the future held by or written in favour of the Company or in which the Company is otherwise interested but excluding any third party liability or public liability insurance and any directors or officers insurance;

"Intellectual Property" means all patents (including applications, improvements, prolongations, extensions and rights to apply for them in any part of the world) designs (whether registered or unregistered) copyrights, design rights, trade marks and service marks (whether registered or unregistered) utility models, trade names, business names, domain names and brand names, knowhow, formulae, confidential information, trade secrets, computer software programs and systems and any similar rights existing in any country (including the benefit of any licences or consents relating to any of the above) and all fees, royalties or other rights derived from them or incidental to them in any part of the world;

"Note Issuer" means Ingleby 1823 Limited (company number 07008434);

"Loan Notes" means the loan notes and Pik notes from time to time issued by the Note Issuer to the Chargee pursuant to the Loan Note Instrument;

"Loan Note Instrument" means the LDC secured loan note instrument constituting £9,975,000 loan notes entered into by the Note Issuer and dated the same date as this Guarantee and Debenture pursuant to which the Note Issuer may issue loan notes to the Chargee;

"Permitted Encumbrance" means any lien arising by operation of law and in the ordinary course of trading and not arising as a result of any default or omission by a Charging Company or any other Security created by the Company to which the Chargee has given its prior written consent to the creation of or which is granted in favour of a party to and is the subject of the priority arrangements under the Intercreditor Deed;

"Receivables" means in respect of each Charging Company:

- (i) all present and future book debts and other debts, rentals, royalties fees, VAT and monetary claims and all other amounts recoverable or receivable by the Charging Company from other persons or due or owing to the Charging Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever) including without limitation, insurance proceeds, disposal proceeds, and warranty claim proceeds;
- (ii) the benefit of all rights and remedies relating to any of the items in (i) above including, without limitation, claims for damages and other remedies for non-payment of the same, all entitlements to interest, negotiable instruments, guarantees, indemnities, Encumbrances, Collateral Instruments, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights; and
- (iii) all proceeds of any of the items listed in (i) or rights and remedies in (ii) above;

"Securities" means the assets of the Company described in Clause 4.1(c) of the Debenture;

"Shareholders and Subscription Agreement" means the agreement between (among others) the Chargee and the Note Issuer in relation to the Chargee's subscription for shares in the Note Issuer dated on or about the date of this Debenture.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3670549
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND
DEBENTURES DATED 24 SEPTEMBER 2009 AND CREATED BY
CITY SHIELDS INCIDENT MANAGEMENT LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
NOTE ISSUER TO LLOYDS TSB DEVELOPMENT CAPITAL
LIMITED 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 OCTOBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 OCTOBER 2009

P. Sel.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES