

MG01

Particulars of a mortgage or charge



162257 e325

**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  
company. To do this, please use  
form MG01s

TUESDAY



A18 \*ACIFGRH7\* 194  
08/02/2011  
COMPANIES HOUSE

1

**Company details**

Company number

3 6 7 0 5 4 9

Company name in full

City Shields Incident Management Limited (**Acceding Obligor**)

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For official use

**→ 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

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 deed of accession to a composite guarantee and debenture dated 26 June 2009 (**Debenture**)  
between, the Acceding Obligor and the Investor (as defined below) (**Deed**)

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**Amount secured**

Amount secured

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

All monies and liabilities now or after the date of the Deed due, owing  
or incurred by the Acceding Obligor 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 Deed, would constitute unlawful financial  
assistance or its equivalent in any other jurisdiction

In this form, the following terms shall have the following meanings

**Continuation page**

Please use a continuation page if  
you need to enter more details

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## Particulars of a mortgage or charge

### 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 (Company no 1107542)

Address (Investor)

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

All security created by the Acceding Obligor under the Deed 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 Deed, of the Acceding Obligor in and to each of those assets

#### 1 First legal mortgages

The Acceding Obligor charged by way of first legal mortgage

- (a) the properties described in Schedule 1 (Properties) to the Deed (duplicated at Schedule 1 below),
  - (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 Acceding Obligor assigned

- (a) the Key-man policies (if any) described in schedule 3 (Key-man Policies) to the Deed,
- (b) the agreements (if any) described in schedule 4 (Relevant Agreements) to the Deed, and
- (c) its Relevant Policies

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## Particulars of a mortgage or charge

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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

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### 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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## Particulars of a mortgage or charge



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**

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## Particulars of a mortgage or charge

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### Amount secured

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

Amount secured

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

**Company** means Inhoco 3504 Limited (Company number 6732498)

**Deed of Accession** means a deed in the form set out in schedule 9 (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

**Documents** means the Investor Documents and the Investor Security Documents

**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 Debenture

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

**Investor Document** means the Debenture, 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 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 (as defined in the Debenture) or any of them

**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

**Subsidiary** means a subsidiary undertaking within the meaning of section 1162 of Companies Act 2006

**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

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## Particulars of a mortgage or charge

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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

1

#### First fixed charges

The Acceding Obligor 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 Acceding Obligor 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 Acceding Obligor with any bank, building society, financial institution or other person other than any blocked 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 2.4 of the Deed or any assignment in clause 2.5 of the Deed (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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#### Floating charge

The Acceding Obligor 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

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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

of legal mortgage or fixed charge or assigned under clauses 2 4, 2 5 or 2 6 of the Deed (referred to in paragraphs 1, 2 and 3 above)

#### **NB:**

#### **Negative Pledge**

The Acceding Obligor 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)

In this form, the following terms shall have the following meanings

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

**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 Deed on that Secured Property

**Floating Charge Assets** means all assets and undertaking of the Acceding Obligor from time to time subject to the floating charge created under the Deed

**Insurance Policies** means, in respect of the Acceding Obligor, 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)

**Investments** means any shares, stocks, Deed 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

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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

**Key-man Policies** means the policies of insurance described in schedule 4 (Key-man Policies) to this form and all insurance policies in respect of the life, disability or critical illness of a member of Management (as defined in the Debenture) put on risk after the date of the Debenture and in respect of which the relevant chargor is the insured party, together with all monies payable in respect of those policies

**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 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 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

**Subsidiary Shares** means all shares present and future held by the Acceding Obligor in its Subsidiaries including those listed in schedule 2 (Subsidiary Shares) to the Deed (as duplicated as schedule 2 below)

#### Schedule 1 Properties

None

#### Schedule 2 Subsidiary Shares

None



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Particulars of a mortgage or charge

6	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<div><div><b>Schedule 3</b> <b>Key-man Policies</b></div><div>None</div><div><b>Schedule 4</b> <b>Relevant Agreements</b></div><div>None</div></div>	



**FILE COPY**

**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. 9**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEED OF ACCESSION TO A  
COMPOSITE GUARANTEE AND DEBENTURE DATED 26 JUNE  
2009 DATED 31 JANUARY 2011 AND CREATED BY CITY  
SHIELDS INCIDENT MANAGEMENT LIMITED FOR SECURING  
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY  
TO LLOYDS TSB DEVELOPMENT CAPITAL LIMITED 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

*DF*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES