

007678/65

MG01

Particulars of a mortgage or charge



A fee is payable with this form

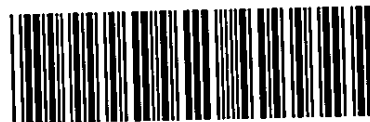
We will not accept this form unless you send the correct fee

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**
You cannot use this form
particulars of a charge for
company. To do this, please
use form MG01s

SATURDAY



A28

11/09/2010

495

COMPANIES HOUSE

1 Company details

Company number 0 1 1 9 9 1 2 9

Company name in full Heath Lambert Limited (the "Company")

For official use
1 0

→ **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 0 3 0 9 2 0 1 0

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 Composite Guarantee and Debenture (the "Debenture") dated 3 September 2010 between the
companies listed in Schedule 1 to the Debenture (including the Company) and Santander UK plc
(as security trustee for each Bank Group Member (as defined in section 4 of this form MG01 below)
(the "Lender")
Schedule 1 - Security Obligors - HLG Holdings Ltd, Friary Intermediate Ltd, Heath Lambert Ltd,
Heath Lambert Overseas Ltd, Heath Lambert Consulting Ltd

4 Amount secured

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

Amount secured By clause 3.1 of the Debenture, each Security Obligor (including the
Company), as principal obligor and not merely as surety covenants in
favour of the Lender (as security trustee for the Bank Group
Members) that it will pay and discharge the Secured Obligations from
time to time when they fall due

In the Debenture

"Secured Obligations" means all monies, obligations and liabilities
whatsoever whether for principal, interest or otherwise which may
now or at any time in the future be due, owing or incurred by any
member of the Group to the Lender or any Bank Group Member
whether present or future, actual or contingent and whether alone,
severally or jointly as principal, guarantor, surety or otherwise and all
the Group's other liabilities whatsoever to the Lender or any
(see continuation sheet no 1)

Continuation page

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

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Particulars of a mortgage or charge

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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

Name Santander UK plc as security trustee for each Bank Group Member

Address 2 Triton Court

London

Postcode N W 1 3 A N

Name

Address

Postcode

Continuation page

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

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

By clause 5 1 of the Debenture

Each Security Obligor (including the Company) charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest

(a) by way of first legal mortgage the Specified Real Property,

(b) by way of first fixed charge

(i) all real property and all interests in real property not charged by clause 5 1(a) of the Debenture,

(ii) all licences to enter upon or use land and the benefit of all other agreements relating to land, and

(iii) the proceeds of sale of all real property other than Specified Real Property,

(c) by way of first fixed charge all Specified P&M,

(d) by way of first fixed charge the benefit of all contracts, licences and warranties relating to the Specified P&M,

(e) by way of first fixed charge all plant and machinery (not charged by clauses 5 1(a), 5 1(b) or 5 1

(c)) of the Debenture and the benefit of all contracts, licences and warranties relating to the same,

(f) by way of first fixed charge

(i) all computers, vehicles, office equipment and other equipment (not charged by clause 5 1(c) of the Debenture), and

(ii) the benefit of all contracts, licences and warranties relating to the same,

(g) by way of first fixed charge the Charged Securities,

(h) by way of first fixed charge all Securities Rights from time to time accruing to the Charged Securities,

(i) by way of first fixed charge all rights which a Security Obligor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Securities,

(j) by way of first fixed charge all Securities (not charged by clause 5 1(g) of the Debenture),

(k) by way of first fixed charge (A) all Securities Rights from time to time accruing to those Securities and (B) all rights which such Security Obligor may have at any time against any clearance or settlement system or any custodian in respect of any Securities,

(l) by way of first fixed charge all Receivables,

(m) by way of first fixed charge the Intellectual Property (if any) specified in part 4 of schedule 3 of the Debenture,

(see continuation sheet no 2)

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7	Particulars as to commission, allowance or discount (if any)
	<p>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</p> <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p>
Commission allowance or discount	Nil

8	Delivery of instrument
	<p>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)</p> <p>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)</p>

9	Signature
	Please sign the form here
Signature	<p>Signature</p> <p>X <i>Boyes Turner</i> X</p>
	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 **Jonathan Alder**

Company name **Boyes Turner**

(Ref **JMA/410/28512**)

Address **First Floor**

Abbots House

Abbey Street

Post town **Reading**

County/Region **Berkshire**

Postcode

	R	G	1		3	B	D	
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Country **United Kingdom**

DX **54741 Reading 2**

Telephone **0118 952 7263**



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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
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>(continuation sheet no 1)</p> <p>Bank Group Member including (without limitation) indebtedness on account of money advanced, bills of exchange, promissory notes, obligations with respect to letters of credit, guarantees and indemnities and in whatever name or style and whether on any current or other account, or in any other manner whatsoever, together with interest and including (but without limitation) all Expenses and so that interest shall be calculated and compounded according to the usual manner of the relevant Bank Group Member (as well after as before judgement),</p> <p>"Bank Group" means Santander UK plc (registered number 2294747) and its subsidiaries for the time being and "Bank Group Member" means each member of the Bank Group,</p> <p>"Expenses" means all interest, commission, fees and legal and other costs, charges and expenses which any Bank Group Member or any Receiver may charge or incur in relation to a Security Obligor or the Debenture and the preparation, negotiation and creation of the Debenture and/or in relation to the Security Assets and/or the breach of any provision of, and the protection, realisation or enforcement of, the Debenture, in each case on a full indemnity basis,</p> <p>"Security Obligors" means HLG Holdings Limited (company number 05443995), Friary Intermediate Limited (company number 04404202), Heath Lambert Limited (company number 01199129), Heath Lambert Overseas Limited (company number 01977373) and Heath Lambert Consulting Limited (00772217),</p> <p>"Receiver" means any receiver or receiver and manager appointed by the Lender under the Debenture,</p> <p>"Security Assets" means all property and assets from time to time mortgaged, or charged (or expressed to be mortgaged or charged) by or pursuant to the Debenture,</p> <p>As defined in the Credit Agreement dated 3 September 2010 between HLG Holdings Limited (1) and Santander UK PLC (2)</p> <p>"Group" means the Company and any holding company or any parent company or any subsidiary or subsidiary undertaking of the Company or such companies as defined in sections 1159, 1161, 1162 and 1173 of the Act and "Group Company" means any of them and "member of the Group" shall be construed accordingly,</p>	

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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

(continuation sheet no 2)

(n) by way of first fixed charge all Intellectual Property (if any) not charged by clause 5 1(m) of the Debenture,

(o) by way of first fixed charge (to the extent not otherwise charged or assigned in the Debenture)

(i) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of such Security Obligor or the use of any of its assets, and

(ii) any letter of credit issued in favour of such Security Obligor and all bills of exchange and other negotiable instruments held by it, and

(p) by way of first fixed charge all of the goodwill and uncalled capital of such Security Obligor

Part 4 of Schedule 3 of the Debenture is blank

By clause 6 of the Debenture

Each Security Obligor (including the Company) charges and agrees to charge by way of first floating charge all of its present and future

(a) assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge pursuant to clause 5 1 of the Debenture or any other provision of the Debenture, and

(b) (whether or not effectively so charged) heritable property and all other property and assets in Scotland

By Clause 7 1 of the Debenture

The Lender may, by written notice to a Security Obligor (including the Company) the floating charge created under the Debenture into a fixed charge as regards all or any of the assets of such Security Obligor specified in the notice if

(a) An Enforcement Event has occurred and is continuing, or

(b) the Lender (acting reasonably) considers any Security Assets (whether or not those specified in the notice) to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy

By clause 7 2 of the Debenture

The floating charge created under the Debenture shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge

(a) in relation to any Security Asset which is subject to a floating charge if

(i) such Security Obligor creates (or attempts or purports to create) any security interest on or over the relevant Security Asset without the prior written consent of the Lender unless as permitted under the terms of the relevant Secured Document, or

(ii) subject to the terms of the Secured Documents, any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset, and

(b) over all Security Assets of a Security Obligor which are subject to a floating charge if an administrator is appointed in respect of such Security Obligor or the Lender receives notice of intention to appoint such an administrator

(see continuation sheet no 3)

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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	<p>(continuation sheet no 3)</p> <p>By clause 12 4 of the Debenture</p> <p>(a) Until an Enforcement Event occurs which is continuing, each Security Obligor shall be entitled to</p> <p>(i) receive and retain all dividends, distributions and other monies paid on or derived from its Securities and its Charged Securities, and</p> <p>(ii) exercise all voting and other rights and powers attaching to its Securities and its Charged Securities, provided that it must not do so in a manner which (A) has the effect of changing the terms of the Securities or the Charged Securities (or any class of them) or of any Securities Rights or (B) which is prejudicial to the interests of the Lender</p> <p>(b) At any time following the occurrence of an Enforcement Event which is continuing, the Lender may complete the instrument(s) of transfer for all or any Securities or Charged Securities on behalf of any Security Obligor in favour of itself or such other person as it may select</p> <p>(c) At any time when any Securities or Charged Securities are registered in the name of the Lender or its nominee, the Lender shall be under no duty to</p> <p>(i) ensure that any dividends, distributions or other monies payable in respect of such Securities or Charged Securities are duly and promptly paid or received by it or its nominee, or</p> <p>(ii) verify that the correct amounts are paid or received, or</p> <p>(d) take any action in connection with the taking up of any (or any offer of any) Securities Rights in respect of or in substitution for any such Securities or Charged Securities</p> <p>By clause 19 1 of the Debenture</p> <p>(a) The Lender or any Bank Group Member may set off any matured obligation due from a Security Obligor under the Secured Documents (to the extent beneficially owned by that Lender or Bank Group Member) against any matured obligation owed by the Lender (or Bank Group Member) to that Security Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Lender or Bank Group Member may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off</p> <p>(b) Any Bank Group Member may rely on this Clause 19 1 subject to the provisions of the Contracts (Rights of Third Parties) Act 1999</p> <p>By clause 19 2 of the Debenture</p> <p>Without prejudice to clause 19 1 above if any time deposit matures on any account which any Security Obligor has with the Lender or any Bank Group Member at a time when</p> <p>(a) this Security has become enforceable, and</p> <p>(b) no Secured Obligation is due and payable,</p> <p>such time deposit shall automatically be renewed for such further maturity as the Lender or Bank Group Member in its absolute discretion considers appropriate unless the Lender or such Bank Group Member otherwise agrees in writing. Any Bank Group Member may rely on Clause 19 2 of the Debenture subject to the provisions of the Contracts (Rights of Third Parties) Act 1999</p> <p>(see continuation sheet no 4)</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	<p>(continuation sheet no 4)</p> <p>In the Debenture</p> <p>"Charged Securities" means the Securities specified in part 3 of schedule 3 (Details of Security Assets) of the Debenture,</p> <p>"Credit Agreement" means the facility agreement dated the same date as the Debenture and made between (1) HLG Holdings Limited and (2) Santander UK plc pursuant to which Santander UK plc has agreed to make certain facilities available to HLG Holdings Limited,</p> <p>"Enforcement Event" means any breach by HLG Holdings Limited of any of the terms of the Credit Agreement or any breach by any of the Security Obligors of any of the terms of the Debenture or any Secured Document in each case, so long as the same is continuing,</p> <p>"Intellectual Property" means all present and future Intellectual Property Rights,</p> <p>"Intellectual Property Rights" means</p> <ul style="list-style-type: none"> (a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests whether registered or unregistered, and (b) the benefit of all applications and rights to use such assets of each Security Obligor, <p>"Receivables" means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, any Security Obligor (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with</p> <ul style="list-style-type: none"> (a) the benefit of all rights, guarantees, security interests and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights), and (b) all proceeds of any of the foregoing, <p>"Secured Documents" means the Credit Agreement and each other document relating to the Secured Obligations (including the Debenture),</p> <p>(see continuation sheet no 5)</p>	

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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

(continuation sheet no 5)

"Securities" means all stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of the Debenture) now or in future owned (legally or beneficially) by a Security Obligor, held by a nominee on its behalf or in which such Security Obligor has an interest at any time

"Security Assets" means all property and assets from time to time mortgaged, or charged (or expressed to be mortgaged or charged) by or pursuant to the Debenture,

"Securities Rights" means

(a) all dividends, distributions and other income paid or payable on the relevant Securities or Charged Securities or on any asset referred to in paragraph (b) of this definition,

(b) all rights, monies or property accruing or offered at any time in relation to such Securities or Charged Securities whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

"Specified P&M" means the plant and machinery (if any) specified in part 2 of schedule 3 (Details of Security Assets) of the Debenture,

"Specified Real Property" means the estates and interests in freehold, leasehold and other immovable property (if any) specified in part 1 of schedule 3 (Details of Security Assets) of the Debenture, together with

(a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon,

(b) all easements, rights and agreements in respect thereof,

(c) the benefit of all covenants given in respect thereof, and

(d) any other real property which the Lender may designate as "Specified Real Property"

Part 1 of Schedule 3 is blank

Part 2 of Schedule 3 is blank

Part 3 of Schedule 3 - Charged Securities

Security Obligor	Name of Company in which shares are held	Class of Shares held	Number of Shares held	Issued share capital
HLG Holdings Limited	Friary Intermediate Limited	Ordinary shares of £1 each	97	£97
Friary Intermediate Limited	Heath Lambert Limited	Ordinary shares of £1 each	7,500,000	£7,500,000
Heath Lambert Limited	Heath Lambert Consulting Limited	Ordinary shares of £1 each	1,000,000	£1,000,000
Heath Lambert Limited	Heath Lambert Overseas Limited	Ordinary shares of £1 each	56	£56



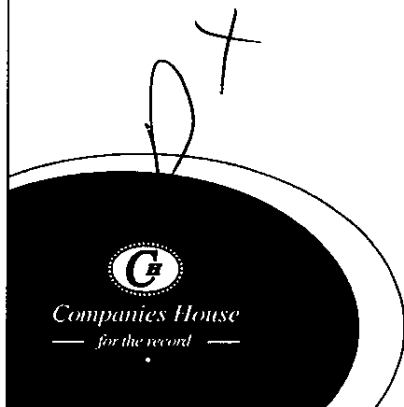
CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 1199129
CHARGE NO. 10

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND
DEBENTURE DATED 3 SEPTEMBER 2010 AND CREATED BY
HEATH LAMBERT LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM ANY MEMBER OF THE GROUP TO
SANTANDER UK PLC AS SECURITY TRUSTEE FOR EACH BANK
GROUP MEMBER OR ANY BANK GROUP MEMBER ON ANY
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 11
SEPTEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 SEPTEMBER
2010



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES