

M

COMPANIES FORM No. 395

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.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

13 13 13

2808359

Name of company

* Heritage Great Britain plc ("Company")

Date of creation of the charge

13 February 2007

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

Debenture

Amount secured by the mortgage or charge

all monies, obligations and liabilities whatsoever whether for principal, interest or otherwise which may now or any time in the future be due, owing or incurred by the Company to the Bank whether present or future, actual or contingent and whether alone, severally or jointly as principal, guarantor, surety or otherwise and all the Company's other liabilities whatever to the Bank 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 Bank (as well after as before judgement) ("Secured Liabilities")

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

Alliance & Leicester Commercial Bank plc whose registered office is at Carlton Park, Narborough, Leicester ("Bank")

Postcode LE19 0AL

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

DWF Solicitors
5 Castle Street
Liverpool
L2 4XE

JCS/ERC/25866/5

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

SATURDAY



AF3HCN5D

A47

17/02/2007

563

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1. Under Clause 3 of the Debenture the Company with Full Title Guarantee, as a continuing security for the payment of the Secured Liabilities, charged in favour of the Bank:
- 1.1 by way of legal mortgage, all right, title, estate and other interests of the Company in each Charged Property referred to in the Schedule to the Debenture; and
- 1.2 by way of fixed charge:
- 1.2.1 all right, title and other interests of the Company in each Charged Property not effectively mortgaged under clause 3.1.1 of the Debenture as set out at point 1.1 above;
- 1.2.2 the Book Debts
- 1.2.3 all present and future goodwill and uncalled capital for the time being of the Company
- continued

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 Dwf

Date 15/2/2007

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)

† 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

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 description 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. Under clause 3.2 of the Debenture, the Company with Full Title Guarantee, as continuing security for the payment of the Secured Liabilities, charged to the Bank by way of first priority assignment all of its right, title, estate and other interests in and to:-

2.1 the Rental Income and the benefit to the Company of all other rights and claims to which the Company is now or may in the future become entitled in relation to the Charged Property including (but not limited to) all rights and claims of the Company against all persons who now are or have been or may become lessees, sub-lessees, licensees or occupiers of any Charged Property and all guarantors and sureties for the obligations of such persons

2.2 the benefit of all guarantees, warranties and representations given or made by and any rights or remedies against all or any professional advisors now or at any time engaged by the Company in relation to any Charged Property and the manufacturers, suppliers or installers of all plant, machinery, fixtures, fittings and other items now or from time to time in the buildings erected or to be erected on any Charged Property and any other person, firm or company now or from time to time under contract with or under a duty to the Company and the benefit of all sums recovered in any proceedings against all or any of such persons; and

2.3 the benefit of all Property Agreements, or the proceeds of any claim, award or judgement arising out of any Property Agreement and all sums paid or payable to the Company under or in respect of any Property Agreement;

provided that nothing in sub-clause 3.2 of the Debenture shall constitute the Bank as a mortgagee in possession.

3. Under clause 3.3 of the Debenture, the Company with Full Title Guarantee and as a continuing security for the payment and discharge of the Secured Liabilities charged in favour of the Bank by way of floating charge the whole of the Company's undertaking and all other property, assets and rights of the Company whatsoever, wherever situate, whether movable, immovable, present or future, which are, for any reason, not validly charged or assigned pursuant to clauses 3.1 and 3.2 of the Debenture .

4. Notwithstanding anything expressed or implied in the Debenture, the floating charge created by clause 3.3 of the Debenture shall (unless otherwise agreed in writing by the Bank) automatically and without notice be converted into a fixed charge in respect of any Charged Assets subject to it:-

4.1 which shall become subject to an Encumbrance or to a disposition contrary to the provisions of clause 5 of the

Debenture; or

4.2 if the Company ceases to carry on its business or substantially the whole of its business or threatens to cease to carry on the same or substantially changes the nature of its business; or

4.3 if any encumbrancer takes possession of, or a receiver is appointed over, all or any part of the Charged Assets; or

4.4 if an order is made for the winding-up of the Company by the court or if an effective resolution is passed for the creditors' voluntary winding-up of the Company; or

4.5 if a petition is presented for an administration order to be made in relation to the Company pursuant to the Insolvency Act 1986.

5.1 Under clause 5.1 of the Debenture, the Company represents, warrants and undertakes to the Bank that (save with the prior written consent of the Bank) it;

5.1.1 is and will be the sole beneficial owner with Full Title Guarantee of all the Charged Assets free from Encumbrances and will not (except for charges in favour of the Bank created under or pursuant to the Debenture) create or attempt to create or permit to subsist or arise any Encumbrance or any right or option on the Charged Assets or any part thereof;

5.1.2 will not (save in the normal course of trading at not less than market value) sell, convey, assign, lease or transfer the Charged Assets or any interest therein or otherwise part with, share possession or dispose of any of the Charged Assets or assign or otherwise dispose of any monies payable to the Company in relation to the Charged Assets or agree to do any of the foregoing;

5.2 Under clause 5.2 of the Debenture, the Company will not (in relation to any Charged Property) exercise any of the powers of leasing or agreeing to lease vested in or conferred on the Company by common law or by statute or accept the surrender of any lease, underlease or tenancy or release or vary any of the terms of any such lease, underlease or tenancy or exercise any power to determine or extend the same or agree to do any of the foregoing;

5.3 Under clause 5.3 of the Debenture, the Company will not part with or share possession of all or any part of the Charged Assets or part with or share possession or occupation of any Charged Property or any part of it or grant any tenancy or licence to occupy any Charged Property or agree to do any of the foregoing; and

5.4 Under clause 5.4 of the Debenture, the Company will not deal with the Book Debts in any other way otherwise than in accordance with clauses 7.17.1 and 7.17.2 of the Debenture

6. Under clause 6.1 of the Debenture, the security constituted by the Debenture will be continuing and will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part.

7. Under clause 10.1 of the Debenture for the purposes of all powers implied by statute, the Secured Liabilities will be deemed to have become due and payable on the date of the Debenture and sections 93, 103 and 109(8) (insofar as it may impose any order of priority in the application of money by a Receiver) of the LPA shall not apply.

8. Under clause 10.2 of the Debenture, the statutory powers of leasing conferred on the Bank are extended so as to authorise the Bank to lease, make agreements for leases, accept surrenders of leases and grant options (with or without a premium) as the Bank may think fit and without the need to comply with any of the provisions of sections 99 and 100 of the LPA.

9. Under clause 10.3 of the Debenture, if at any time it shall appear to the Bank that any part of the Charged Assets shall be in danger of seizure, distress or other legal process, or that the Bank's security thereover shall for any other reason be in jeopardy, the Bank shall be entitled without notice to the Company to take possession of and hold the same or to appoint a Receiver thereof. The provisions of clause 11 (Appointment and Powers of Receiver) of the Debenture shall govern the appointment, removal and powers of a Receiver under clause 10.3 of the Debenture as if he were a Receiver appointed under that Clause.

10. Under clause 11.1 of the Debenture, at any time after the security contained in the Debenture becomes enforceable, or if the Company so requests, the Bank may without notice appoint under seal or in writing under the hand of a duly appointed employee or officer any one or more persons to be a Receiver of all or any part of the Charged Assets in every respect as if the Bank had become entitled under the LPA to exercise the power of sale conferred by it.

11. Under clause 13 of the Debenture, no purchaser, mortgagee or other person dealing with the Bank or the Receiver appointed under the Debenture or its or his agents will be concerned;

11.1 to enquire whether;

11.1.1 the Secured Liabilities have become payable;

11.1.2 any power which the Receiver is purporting to exercise has become exercisable; or

11.1.3 any of the Secured Liabilities remained due; or

11.2 to see the application of any monies paid to the Bank or to the Receiver

12. Under Clause 21.1 of the Debenture, the Company, by way of security, irrevocably appoints the Bank and any Receiver, delegate or sub-delegate appointed under the Debenture to be its attorney acting jointly and severally. The attorney may in the name and on behalf of the Company or otherwise;

12.1 execute and do any assurances, acts and things which the Company ought to do under the provisions of the Debenture and which the Bank may require for perfecting its title to or for vesting the Charged Assets both present and future in the Bank or its nominees or in any purchaser;

12.2 make demand on or give notice or receipt to any person owing money to the Company;

12.3 exercise any of the powers, authorities and discretions conferred by the Debenture or by statute on the attorney in whatever capacity; and

12.4 seal, deliver and otherwise perfect any deed, assurance, agreement, instrument or act which it or he deems proper

In the Debenture:-

"Book Debts" means all book and other debts in existence from time to time, both present and future, due, owing to or which may become due, owing to or purchased or otherwise acquired by the Company and the benefit of all rights whatsoever relating thereto including (without prejudice to the generality of the foregoing) credit balances with bankers or other third parties, surplus proceeds of realisation of any security held by any persons other than the Bank and things in action which give rise or may give rise to a debt or debts, negotiable instruments, legal and equitable charges, reservation of proprietary rights, rights of tracing and unpaid vendor's liens and similar and associated rights.

"Charged Assets" means the whole of the undertaking and all other property, assets and rights of the Company which are the subject of any security created or purported to be created by this Debenture and includes any part of or any interest in them.

"Charged Property" means all the freehold and/or leasehold property described in the Schedule to the Debenture and any other freehold or leasehold property now or at any time vested in or held by or on behalf of the Company and including all rights attached or appurtenant to it and all buildings, erections fixtures and fittings (including trade fixtures and fittings but excluding, in the case of leasehold property, landlord's fixtures), fixed plant and machinery from time to time on it and any Insurance and any proceeds of sale or other realisation thereof and shall include each and every part or parts thereof.

"Development" means a project which is undertaken for any development, demolition, construction, refurbishment, major repair or improvement of any Charged Property.

"Encumbrance" means any mortgage, charge, pledge, lien (save a lien arising by operation of law in the ordinary course of business), assignment, hypothecation, security interest, preferential right or trust arrangement or other encumbrance, security agreement or arrangement of any kind or any right conferring a priority of payment.

"Expenses" means all interest, commission, fees and legal and other costs, charges and expenses which the Bank or any Receiver may charge or incur in relation to the Company or this Debenture and the preparation, negotiation and creation of this Debenture and/or in relation to the Charged Assets and/or breach of any provision of, and the protection, realisation or enforcement of, the Debenture, in each case on a full indemnity basis.

"Full Title Guarantee" has the meaning ascribed by the Law of Property (Miscellaneous Provisions) Act 1994

"LPA" means the Law of Property Act 1925

"Lease" means where any Charged Property is leasehold the lease under which the Company holds such Charged and any instrument supplemental to it or which is expressed to be collateral to it or entered into pursuant to or in accordance with its terms

"Property Agreement" means all present and future agreements, contracts, options or undertakings for or in relation to the creation of any estate, interest or right in or over the Charged Property (including, without limitation, in relation to any lease, licence, tenancy or right to occupy whether on a fixed term or periodic basis).

"Receiver" means an administrative receiver, receiver or receiver and manager appointed by the Bank over all or any of the Charged Assets pursuant to this Debenture whether alone or jointly with any other person and includes any substitute for

Company number

2808359

Name of company

*insert full name
of Company

* Heritage Great Britain plc

them appointed from time to time

"Rental Income" means the gross rents, licence fees and other monies receivable now or hereafter at any time by the Company in respect of or arising out of any lease of the Charged Property or any agreement for lease or otherwise without limitation derived by the Company from the Charged Property or otherwise paid to or received by the Company in respect of the Charged Property

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02808359

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 13th FEBRUARY 2007 AND CREATED BY HERITAGE GREAT BRITAIN PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ALLIANCE & LEICESTER COMMERCIAL BANK PLC 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 17th FEBRUARY 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd FEBRUARY 2007.

Bo
Su



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES