

# M

CHFP025

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write in  
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Please 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

064279/26

# 395

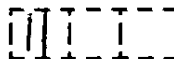
A fee of £13 is payable to Companies House in respect  
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



04249850

Name of company

\* Positive Lifestyles Limited ("Charging Company")

Date of creation of the charge

20 September 2007

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

Guarantee and Debenture ("Deed")

Amount secured by the mortgage or charge

See Schedule 1 and 3

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

Sovereign Capital Partners LLP ("Security Trustee")  
25 Buckingham Gate  
London

Postcode SW1E 6LD

Presenter's name address and  
reference (if any)

DLA Piper UK LLP  
Victoria Square House  
Victoria Square  
Birmingham  
B2 4DL

Ref 89907 120011 15861503

Time critical reference

For official Use (02/06)  
Mortgage Section

Post room

WEDNESDAY



A19

\*A86N1TAF\*

26/09/2007

COMPANIES HOUSE

655

Short particulars of all the property mortgaged or charged

See Schedule 2 and 3

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

DWA Pyer UK LLP

Date

24 September 2007.

On behalf of ~~XXXXXXXX~~ [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 situated 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**.

## SCHEDULE 1 TO M395

All present and future obligations and liabilities (whether actual or contingent and whether owned jointly or severally or alone or in any other capacity whatsoever) of any Group Company to the Security Trustee<sup>CH</sup> under or pursuant to the Loan Stock Instrument (including all monies covenanted to be paid under the Deed), provided that no obligation or liability shall be included in this definition to the extent that, if it were so included, the Deed (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985 ("**Secured Obligations**")

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## SCHEDULE 2 TO M395

### SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

#### 1. FIXED SECURITY

##### 1.1 Fixed charges

The Charging Company charges and agrees to charge all the present and future right, title and interest in and to the following assets which are at any time owed by the Charging Company, or in which the Charging Company from time to time has an interest

##### 1.1.1 by way of legal mortgage

- (a) the Property, and
- (b) all other Property (if any) at the date of the Deed vested in, or charged to the Charging Company (not charged by clause 1.1.1(a) of the Deed),

##### 1.1.2 by way of fixed charge

- (a) all other Property and all interests in Property (not charged by clause 1.1.1 of the Deed), and
- (b) all licences to enter upon or use land and the benefit of all other agreements relating to land,

##### 1.1.3 by way of fixed charge all plant and machinery (not charged under clause 1.1.1 or 1.1.2 of the Deed) and the benefit of all contracts, licences and warranties relating to the same,

##### 1.1.4 by way of fixed charge

- (a) all computers, vehicles, office equipment and other equipment (not charged by clause 1.1.3 of the Deed), and
- (b) the benefit of all contracts, licences and warranties relating to the same,

##### 1.1.5 by way of

- (a) fixed charge all the Charged Securities,

(b) fixed charge all other Charged Securities (not charged by clause 1.1.5(a) of the Deed),

in each case, together with (1) all Related Rights from time to time accruing to those Charged Securities and (2) all rights which such Charging Company may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments,

1.1.6 by way of fixed charge

(a) the Security Accounts and all monies at any time standing to the credit of the Security Accounts, and

(b) all monies standing to the credit of the Charging Company from time to time on any and all accounts with any bank, financial institution or other person not otherwise charged by clause 1.1.6(a) or the Deed,

in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing,

1.1.7 by way of fixed charge

(a) the Intellectual Property (if any), and

(b) all other Intellectual Property (if any) (not charged by clause 1.1.7(a) of the Deed),

1.1.8 by way of fixed charge (to the extent not otherwise charged or assigned in the Deed)

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

(b) any letter of credit issued in favour of the Charging Company and all bills of exchange and other negotiable instruments held by it, and

1.1.9 by way of charge all of the goodwill and uncalled capital of the Charging Company

## **2. FLOATING CHARGE**

The Charging Company charges and agrees to charge by way of floating charge all of its

present and future

2 1 assets and undertaking (wherever located) which are not effectively charged by way of fixed mortgage or charge to the provisions of clause 1 1 (*Fixed charges*) of the Deed, clause or any other provision of the Deed, and

2 1 (whether or not effectively so charged) heritable property and all other property and assets in Scotland

### 3. **NEGATIVE PLEDGE**

#### **Restrictions on dealing**

Unless expressly permitted to do so under the Loan Stock Instrument, the Charging Company will do or agree to do any of the following without the prior written consent of the Security Trustee

3 1 save as provided under the Permitted Security create or permit to subsist any Encumbrance on any of the Security Assets (or a lien arising solely by operation of law in the ordinary course of trading which does not secure indebtedness for borrowed money) other than to the extent permitted by the Loan Stock Instrument, or

3 2 sell, transfer, lease, lend or otherwise dispose of, whether by a single transaction or a number of transactions and whether related or not, the whole or any part of its interest in any Security Asset (other than, in the case of the Properties only, the sale, transfer, lease, lend or disposal is made in accordance with or allowed under the Subscription Agreement)

## SCHEDULE 3

### DEFINITIONS

**NB:** Unless a contrary indication appears, any reference in the Definitions to the singular also include the plural and vice versa

**"Bank"** means Lloyds TSB Bank plc,

**"Bank Security"** means the security documents entered into between the Charging Companies and the Bank on or around the date of this Deed,

**"Charged Investments"** means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities,

**"Charged 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 in force at the date of this Deed) now or in future owned (legally or beneficially) by the Charging Company or in which the Charging Company has an interest at any time,

**"Charging Companies"** means the Charging Company and Broomco (4106) Limited and any other members of the Group which accede to the terms of the Deed pursuant to the terms of a duly executed deed of accession,

**"Encumbrances"** means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, encumbrance, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security,

**"Group Companies"** means Alkare Group Limited (company no 5694147) and each of its Subsidiaries from time to time, each a **"Group Company"**,

**"Intellectual Property"** means all present and future legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of the Charging Company in, or relating to, registered and unregistered trade marks and service marks, patents, registered designs utility models, applications for any of the foregoing, trade names, copyrights, design rights,

unregistered designs, inventions, confidential information, know-how, registrable business names, database rights, domain names (and any other rights of every kind deriving from or through the exploitation of any of the aforementioned rights of the Charging Company),

**"Loan Stock"** means the £11,000,000 14% fixed rate guaranteed secured loan stock 2013 issued by Alkare Group Limited pursuant to an instrument dated 10 February 2006 and executed by Alkare Group Limited (as such instrument is varied from time to time) ("**Loan Stock Instrument**") or, from time to time, the principal amounts or such loan stock as may be outstanding from plus interest, costs, commissions and expenses in relation to such amounts due, owing or incurred by Alkare Group Limited,

**"Permitted Security"** means the Bank Security only,

**"Property"** means all estates and interests in freehold, leasehold (including without limitation the property specified in the schedule to the Deed) and other immovable property (wherever situated) at the date of the Deed, or at any time thereafter, belonging to any Charging Company, or in which any Charging Company has an interest at any time (including the registered and unregistered land (if any) in England and Wales 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) all proceeds of sale of that property, and
- (d) the benefit of all covenants given in respect thereof,

**"Related Rights"** means, in relation to any Charged Securities

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Securities or any asset referred to in paragraph (11) below,
- (b) all rights, monies or property accruing or offered at any time in relation to the Charged Securities whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

**"Security Account"** has the meaning given to that term in clause 10.6.1 (b) of the Deed,

**"Security Assets"** means all property and assets from time to time mortgaged, charged or assigned



(or expressed to be mortgaged, charged or assigned) by or pursuant to the Deed,

**"Subscription Agreement"** means the agreement dated 10 February 2006 between, amongst others, Alkare Group Limited and Sovereign Capital Limited Partnership I relating to the subscription in the share capital of Alkare Group Limited

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 04249850

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT GUARANTEE & DEBENTURE DATED THE 20th SEPTEMBER 2007 AND CREATED BY POSITIVE LIFESTYLES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY GROUP COMPANY TO SOVEREIGN CAPITAL PARTNERS LLP (THE SECURITY TRUSTEE) 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 26th SEPTEMBER 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28th SEPTEMBER 2007

*P. Stacey*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES