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CHFP025

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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

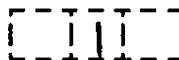
A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



06408650

Name of company

* Hallco 1545 Limited (the "Company")

Date of creation of the charge

15 January 2008

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

Composite Guarantee and Debenture (the "Guarantee and Debenture")

Amount secured by the mortgage or charge

All indebtedness, liabilities and obligations which are now or may at any time hereafter be due, owing or incurred in any manner whatsoever to the Noteholders (as defined herein) by the Company and any other group company, whether actually or contingently, pursuant to or in respect of Clause 3.4 or 3.6 of the Guarantee and Debenture and the Finance Documents from time to time and in any case, whether solely or jointly with any other person, whether as principal or surety and whether or not the Noteholders shall have been an original party to the relevant transaction and in whatever currency denominated and including interest, discount, commission and other lawful charges or reasonable expenses which the Noteholders may charge hereunder or pursuant to the Finance Documents (the "Secured Obligations").

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

Andrew Richards of Swaylett Farm, Arnewood Bridge Road, Sway, Lymington, Hampshire (SEE CONT)

Postcode SO41 6ER

Presentor's name address and
reference (if any)

Shoosmiths

Russell House, Solent
Business Park, Fareham,
PO15 7AG

Time critical reference
RCC 169043 1

For official Use (06/2005)
Mortgage Section

Post room

FRIDAY



A43

ARSQ2WGX

18/01/2008

180

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1 GUARANTEE PROVISIONS

- 1 1 The Company hereby irrevocably and unconditionally guarantees to the Noteholders to pay to the Noteholders on demand when due the Secured Obligations (except any Secured Obligations in respect of which Hallco 1545 Limited is already primarily liable)

2 FIXED AND FLOATING CHARGES

With full title guarantee and as a continuing security for the payment or discharge of all the Secured Obligations and all their other obligations under the Guarantee and Debenture -

- 2 1 the Company hereby charges to the Noteholders by way of first legal mortgage -

2 1 1 all its freehold and leasehold interest in the properties title to which is registered at the Land Registry described in part I of schedule 2 of the Guarantee and Debenture together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including other trade fixtures and excluding in the case of freehold property and leasehold property which is let or let to a third party, tenant's and trade fixtures and fittings of such third party) and its fixed plant and machinery at any time thereon,

SEE CONTINUATION SHEET

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

Particulars as to commission allowance or discount (note 3)

N11

Signed

Shamika

Date

17/01/08

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

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

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**

† delete as appropriate

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**Particulars of a mortgage or charge
(continued)**

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Continuation sheet No 1
to Form No 395 and 410 (Scot)

*Please complete
legibly, preferably
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bold block lettering*

Company Number

06408650

Name of Company

Halco 1545 Limited

~~XXXXX~~

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

Please do not
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binding margin

*Please complete
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bold block lettering*

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

and the Noteholders (as defined herein)

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

2 1 2 all other freehold and leasehold interests in the properties now vested in it but title to which is not registered at the Land Registry described in part II of schedule 2 of the Guarantee and Debenture together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including other trade fixtures and excluding in the case of freehold property and leasehold property which is let or let to a third party, tenant's and trade fixtures and fittings of such third party) and its fixed plant and machinery at any time thereon,

2 2 the Company charges to the Noteholders by way of first fixed charge -

2 2 1 all present and future freehold and leasehold property of the Company not otherwise charged by way of legal charge pursuant to paragraphs 2 1 1 or 2 1 2 above together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including trade fixtures and excluding in the case of freehold property and leasehold property which is let or let to a third party, tenant's and trade fixtures and fittings of such third party) and its fixed plant and machinery at any time thereon,

2 2 2 all estates and interests not hereinbefore effectively charged now or hereafter belonging to the Company in or over land wheresoever situate or the proceeds of sale of land and all licences now or hereafter held by the Company to enter upon or use land and the benefit of all other agreements relating to land to which the Company is or may become a party or otherwise entitled and all trade and tenants' fixtures, plant and machinery owned by the Company now or hereafter annexed to all freehold and leasehold property its estate or interest in which stands charged under the Guarantee and Debenture,

2 2 3 all stocks, shares (including but not limited to shares in any subsidiary), debentures, loan capital, right to subscribe for, convert other securities into or otherwise acquire any note, shares, debentures or loan capital of any other body corporate now or at any time hereafter belonging to the Company, together with all dividends (unless such dividends are or are to be paid in satisfaction of any of the Secured Obligations), interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing,

2 2 4 the goodwill of the Company and its uncalled capital now or at any time hereafter in existence and future calls (whether made by the directors of the Company or by a Receiver or a liquidator),

2 2 5 all Intellectual Property,

2 2 6 all plant, vehicles and machinery now or at any time hereafter belonging to the Company (excluding however plant and machinery for the time being forming part of its stock in trade or work in progress),

2 2 7 all chattels now or at any time hereafter hired, leased or rented by the Company to any other person together in each case subject to and with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligations of any person under or in respect of such contract,

2 2 8 all Receivables,

2 2 9 the benefit of all contracts licences consents and authorisations (statutory or otherwise) ("Contracts") held in connection with its business or the use of any Charged Property specified in any other paragraph of this paragraph 2 and the right to recover and receive all compensation which may be payable to it in respect of them,

2 2 10 the benefit of all representations, undertakings, warranties and indemnities granted in favour of the Company under or pursuant to the Acquisition Documents and the right to recover and receive all damages and/or compensation which may be payable to it in respect of them

2 3 The Company hereby charges to the Noteholders by way of first floating charge all its undertaking and all its property and assets whatsoever and wheresoever situated both present and future, including (without prejudice to the generality of the foregoing) (i) heritable property and all other property and assets in Scotland and (ii) the proceeds of the collection of any Receivables, but excluding any property or assets from time to time or for the time being effectively charged by way of fixed charge under or pursuant to the Guarantee and Debenture

3 NEGATIVE PLEDGE

3 1 The Company severally covenants with the Noteholders that during the continuance of this security it shall not without the consent in writing of the Noteholders create, extend or permit to subsist any Encumbrance (other than a Permitted Encumbrance) upon any of the Charged Property to secure any liability (actual or contingent)

4 DEFINITIONS

In this Guarantee and Debenture, the following definitions apply

*Please complete
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"Charged Property"	means the property referred to in paragraph 2 above and all other property of whatsoever nature from time to time charged by or pursuant to the Guarantee and Debenture,
"Encumbrance"	includes any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security, interest or any other security agreement or arrangement (excluding retention of title clauses) whether relating to existing or future assets,
"Intellectual Property"	means copyrights, patents and registered and unregistered designs (including applications and rights to apply therefor), inventions, trademarks and service marks whether registered or not (including all registrations thereof and applications and rights to apply therefor), confidential information and know-how and fees, royalties and other rights of every kind deriving from copyright, patents or inventions or other intellectual property throughout the world now or at any time hereafter belonging to or created by or assigned to the Company,
"Loan Note Instrument"	the instrument dated on or around 15 January 2008 executed by the Company constituting the Notes,
"Noteholders"	means Andrew Richards or the holders of the Notes from time to time,
"Notes"	means the £3,765,000 9 per cent Secured Management Loan Notes 2014 of the Company constituted by the Loan Note Instrument,
"Permitted Encumbrance"	means any of (a) a lien or right of set-off arising between the Company and the other companies in the group or in the ordinary course of business solely by operation of law (or by contractual provisions having substantially similar effect) and securing amounts not more than 40 days overdue or where the payment of the amount is being contested in good faith, or (b) an Encumbrance arising under the Finance Documents, or (c) an Encumbrance over any asset arising in the ordinary course of business as a result of the title retention or title-transfer provision in the contract relating to the acquisition of that asset, or (d) an Encumbrance arising under the security documents granted in favour of HSBC Bank plc, or (e) an Encumbrance which the Noteholders have at any time in writing agreed shall be a Permitted Encumbrance,
"Receivables"	means all present and future book debts, rentals, royalties, fees, amounts receivable under any hedging arrangements, VAT and all other amounts recoverable or receivable by any Charging Company from other persons due or owing to such Charging Company and the benefit of all rights relating thereto including, without limitation, negotiable instruments, legal and equitable charges, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights,
"Receiver"	means any receiver or receiver and manager appointed by the Noteholders under or by virtue of the Composite Guarantee and Debenture whether alone or jointly with any other person and includes any substitute for any of them appointed from time to time,

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 06408650

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND DEBENTURE DATED THE 15th JANUARY 2008 AND CREATED BY HALLCO 1545 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ANDREW RICHARDS AND THE NOTEHOLDERS 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 18th JANUARY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23rd JANUARY 2008

P. G. W.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —