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COMPANIES FORM No 395

Particulars of a mortgage or charge

395

125114/13

CHFP000

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

Please do not write in this margin

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

Pursuant to section 395 of the Companies Act 1985

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

For Official use

Company Number

116

06132417

Name of Company

HF Group AcquisitionCo Limited (the "Chargor")

*insert full name of company

Date of creation of the charge

30 April 2008

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

Fixed and Floating Security Document (the "Deed") between the Chargor and Harris N A , Chicago, Illinois (the "Lender") dated 30 April 2008

Amount secured by the mortgage or charge

(PLEASE SEE ATTACHED CONTINUATION SHEET)

4
x
10

01495

Name and address of the mortgagees or persons entitled to the charge

Harris N A , 111 West Monroe Street, Chicago, Illinois, United States

Postcode

60603 (Zipcode)

Presentor's name address and reference (if any)

Linklaters LLP
One Silk Street
London EC2Y 8HQ
Tel 020 7466 2000
Please return via Ch London Courier

Ref Alex Jeffery

Time critical reference

For official Use
Mortgage Section

Post room

THURSDAY



LNE74ZJF

LD4

08/05/2008

234

COMPANIES HOUSE

(PLEASE SEE ATTACHED CONTINUATION SHEET)

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

Date 8 May 2008

On behalf of company

A fee of £13 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge
(See Note 5)

Note

[†] Delete as appropriate

- 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, e g "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 including 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 Cheques and Postal Orders are to be made payable to **Companies House**
- 6 The address of the Registrar of Companies is -

Companies House, Crown Way, Cardiff CF4 3UZ

Page 2

- ' Name of Company

HF Group AcquisitionCo Limited

Company Number

06132417

Amount secured by the mortgage or charge

The "**Liabilities**", which expression is defined in the Deed as meaning all present and future moneys, debts and liabilities due, owing or incurred by the Chargor to the Lender under or in connection with any Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise)

Short particulars of all the property mortgaged or charged

1 Fixed Charges

The Chargor, with full title guarantee and as security for the payment of all Liabilities, charges in favour of the Lender, by way of first fixed charge, all its present and future

- (i) Book Debts,
- (ii) Bank Accounts,
- (iii) Investments,
- (iv) uncalled capital and goodwill,
- (v) Intellectual Property,
- (vi) beneficial interest in any pension fund,
- (vii) plant and machinery, and
- (viii) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits

2 Floating Charge

2.1 Creation

The Chargor, with full title guarantee and as security for the payment of all Liabilities, charges in favour of the Lender by way of first floating charge all of its present and future

- (a) undertaking and assets, both present and future (including assets expressed to be charged to Clause 3 (*Fixed Charges*) of the Deed), and
- (b) (whether or not effectively so charge) heritable property and all other property and assets in Scotland,

with the exception of the Excluded Assets

2.2 Ranking

The floating Charge created by the Chargor ranks

- (a) behind all the fixed Charges created by the Chargor, but
- (b) in priority to any other Security over the Charged Assets except for Security ranking in priority in accordance with paragraph (f) of Schedule 1 (*Rights of Receivers*) of the Deed

2.3 Conversion by notice

The Lender may convert the floating Charge over all or any of the Charged Assets into a fixed Charge by notice to the Chargor specifying the relevant Charged Assets (either generally or specifically)

- (a) if it considers it desirable to do so in order to protect or preserve the Charges over those Charged Assets and/or the priority of those Charges, and/or
- (b) while an Enforcement Event is continuing

2.4 Automatic conversion

2.4.1 If

Short particulars of all the property mortgaged or charged

(i) the Chargor takes any step to create any Security in breach of Clause 5 1 (*Security*) of the Deed over any of the Charged Assets not subject to a fixed Charge, or

(ii) any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets,

the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge

2 4 2 Paragraph (a) of Clause 4 4 (*Automatic conversion*) of the Deed will not apply to any assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to section 72 of the Insolvency Act 1986 by reason of such automatic conversion

Note (1) the Charge provides that

1 Security

The Chargor shall not create or permit to subsist any Security over any Charged Asset except for

- (a) the Charges,
- (b) the Permitted Security, and
- (c) any lien arising by operation of law and in the ordinary course of trading

2 Disposal

The Chargor shall not (nor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Charged Asset except for a disposal in the ordinary course of trade of assets which are not then subject or expressed to be subject to a fixed Charge

3 Further Assurance

The Chargor shall promptly do whatever the Lender requires

- (a) to perfect or protect the Charges or the priority of the Charges, or
- (b) to facilitate the realisation of the Charged Assets or the exercise of any rights vested in the Lender or any Receiver,

including executing any transfer, conveyance, charge, assignment or assurance of the Charged Assets (whether to the Lender or its nominees or otherwise), making any registration and giving any notice, order or direction

3.2 Continuing Security

Subject to Clause 19 (*Discharge of Security*) of the Deed, the Charges are continuing Security and will extend to the ultimate balance of the Liabilities, regardless of any intermediate payment or discharge in whole or in part

3 3 No other prejudicial conduct

The Chargor shall not do, or permit to be done, anything which could prejudice the Charges

Note (2) In this Form, except to the extent that the context requires otherwise

Short particulars of all the property mortgaged or charged

"Administrator" means an administrator appointed under Schedule B1 to the Insolvency Act 1986

"Bank Accounts" of the Chargor means all current, deposit or other accounts with any bank or financial institution in which it now or in the future has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of or accrued or accruing on those accounts

"Book Debts" of the Chargor means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), now or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind

"Business Day" means a day (other than a Saturday or a Sunday) on which banks are open for general business in London

"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets

"Charges" means all or any of the Security created or expressed to be created by or pursuant to the Deed

"Enforcement Event" means any event or circumstance specified as such in Clause 10 (*Enforcement Events*) of the Deed

"Excluded Assets" means all present and future Real Property belonging to the Chargor

"Facility Agreement" means the loan authorization agreement between the Lender and the Chargor dated 30 April 2008

"Finance Document" means

- (a) the Facility Agreement,
- (b) the Deed,
- (c) any other Security Document, and
- (d) any other document designated as such by the Lender and the Chargor

"Financial Indebtedness" means any indebtedness for or in respect of

- (a) moneys borrowed,
- (b) any amount raised by acceptance under any acceptance credit facility,
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument,
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a finance or capital lease,
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis),
- (f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing,

Short particulars of all the property mortgaged or charged

- (g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account),
- (h) shares which are expressed to be redeemable,
- (i) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution, and
- (j) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (i) above

"Fixtures" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus

"GAAP" means generally accepted accounting principles, standards and practices in the United Kingdom

"Insurances" of the Chargor means all contracts and policies of insurance of any kind now or in the future taken out by or on behalf of it or (to the extent of its interest) in which it now or in the future has an interest

"Intellectual Property" of the Chargor means all trade marks, service marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, topography rights, database rights, rights in confidential information and know-how, and any associated or similar rights anywhere in the world, which it now or in the future owns or (to the extent of its interest) in which it now or in the future has an interest (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same)

"Investments" of the Chargor means

- (a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit),
- (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments,
- (c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person), and
- (d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights,

in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest

"Party" means a party to the Deed

Short particulars of all the property mortgaged or charged

"Permitted Security" means the Security listed at Schedule 2 (*Permitted Security*) of the Deed and Note(3) to this form

"Real Property" means all present and future freehold and leasehold property in England and Wales and other present and future real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon)

"Receiver" means a receiver and manager or other receiver appointed in respect of the Charged Assets and shall, if allowed by law, include an administrative receiver

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"Security Document" means the Deed and any other security document that may at any time be given as security for any of the Liabilities pursuant to or in connection with any Finance Document

Note(3) Permitted Security

- 1 Fixed and floating security dated 3 April 2007 granted by the Chargor in favour of HF Group UK 3 Limited
- 2 Legal charge dated 5 April 2007 granted by the Chargor in favour of Barclays Bank Plc
- 3 Debenture dated 5 April 2007 granted by the Chargor in favour of Barclays Bank Plc
- 4 Deed of charge over credit balances dated 7 June 2007 granted by the Chargor in favour of Barclays Bank Plc
- 5 Rent deposit deed dated 10 September 2007 granted by the Chargor in favour of Canynge Bicknell (Investments) Limited
- 6 Rent deposit deed dated 3 September 2007 granted by the Chargor in favour of The Hitchin Property Trust Limited
- 7 Rent deposit deed dated 26 October 2007 granted by the Chargor in favour of BNP Paribas Securities Limited and BNP Paribas Securities Trust Company Limited
- 8 Rent deposit deed dated 5 November 2007 granted by the Chargor in favour of Sainsbury's Supermarkets Ltd
- 9 Rent deposit deed dated 23 October 2007 granted by the Chargor in favour of LCP Real Estate Limited
- 10 Rent deposit deed dated 30 November 2007 granted by the Chargor in favour of Lasalle UK Property Company II SARL
- 11 Rent deposit deed dated 7 December 2007 granted by the Chargor in favour of Millside Properties Limited
- 12 Deed of deposit dated 16 January 2008 granted by the Chargor in favour of Ravenseft Properties Limited
- 13 Rent deposit deed dated 5 February 2008 granted by the Chargor in favour of W (No 6) GP (Nominee A) Limited and W (No 6) GP (Nominee B) Limited

Name of Company

HF Group AcquisitionCo Limited

Company Number

06132417

Short particulars of all the property mortgaged or charged

14 Rent deposit charge dated 20 March 2008 granted by the Chargor in favour of Lasalle UK Property Company II SARL



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 6132417
CHARGE NO. 16**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FIXED AND FLOATING SECURITY
DOCUMENT DATED 30 APRIL 2008 AND CREATED BY HF
GROUP ACQUISITIONCO LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM THE COMPANY TO HARRIS
N.A. 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 8
MAY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 MAY 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES