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COMPANIES FORM No 395

125544/13

Particulars of a mortgage or charge

395

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

Pursuant to section 395 of the Companies Act 1985

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

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

For Official use

Company Number

20

6132417

Name of Company

HF Group Acquisitionco Limited (the "Company")

*insert full name of
company

Date of creation of the charge

25 June 2008

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

Fixed and Floating Security Document (the "Security Document") dated 25 June 2008 between the Company and HF Group UK 3 Limited (the "Lender", which expression includes its successors in title, permitted assigns and permitted transferees)

Amount secured by the mortgage or charge

(PLEASE SEE ATTACHED CONTINUATION SHEET)

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

HF Group UK 3 Limited

Cornbrook 2 Brindley Road, Old Trafford, Manchester

Postcode

M16 9 HQ

Presentor's name address and
reference (if any)

Linklaters LLP

One Silk Street

London EC2Y 8HQ

Tel 020 7456 2000

Please return
via

CH London Courier

Ref NLM/CLM

136619

Time critical reference

For official Use
Mortgage Section

Post room

TUESDAY



LD4

LL1AQ119*

01/07/2008

248

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Please do not write
in this margin

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

8/9s

Particulars as to commission allowance or discount (note 3)

Nil

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

Signed **LINKLATERS LLP**

Date 30 June 2008

On behalf of company

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

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Amount secured by the mortgage or charge

The "Liabilities", which are defined in the Security Document as meaning all present and future moneys, debts and liabilities due, owing or incurred by the Company to the Lender on any current or other account or otherwise in any manner whatsoever (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 Company, with full title guarantee and as security for the payment of all Liabilities, charged in favour of the Lender

1.1 Present Real Property by way of first legal mortgage, all Real Property in England and Wales (including that described in Schedule 2 (*Real Property*) to the Security Document, as set out in Note (3)) belonging to it at the date of the Security Document

1.2 Future Real Property, by way of first fixed equitable charge, all other Real Property belonging to it at the date of the Security Document and all Real Property acquired by it in the future

1.3 Other Assets by way of first fixed charge, all its present and future

- (a) Book Debts,
- (b) Bank Accounts,
- (c) Investments,
- (d) uncalled capital and goodwill,
- (e) Intellectual Property,
- (f) beneficial interest in any pension fund,
- (g) plant and machinery (except that mortgaged or charged by the Security described in paragraphs 1.1 (*Present Real Property*) or 1.2 (*Future Real Property*) above, and
- (h) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits

2 Floating Charge

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

- (a) its undertaking and all its assets, both present and future (including assets expressed to be charged by the Security described in paragraph 1(Fixed Charges) above), and
- (b) (whether or not effectively so charged) heritable property and all other property and assets in Scotland

Note (1) The Security Document provides that

1 Security The Company 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 Company shall not (nor agree to) enter into a single transaction or 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

Short particulars of all the property mortgaged or charged

- 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 Company specifying the relevant Charged Assets (either generally or specifically)
- 3.1** 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
- 3.2** while an Enforcement Event is continuing
- 4 Automatic Conversion: If**
- 4.1** the Company takes any step to create any Security in breach of paragraph 1 (*Security*) of this Note (1) over any of the Charged Assets not subject to a fixed Charge, or
- 4.2** 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
- 4.3** Paragraph 4.1 and 4.2 (*Automatic Conversion*) to this Note (1) above would 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 (2) In this Form, except to the extent that the context requires otherwise

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

any reference to **"assets"** includes present and future properties, revenues and rights of every description

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

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

"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 Security Document

"Deed of Priorities" means the deed of priorities dated 5 April 2007 between the Company, the Lender and Barclays Bank PLC

"Delegate" means a delegate or sub-delegate appointed under Clause 14.2 (*Delegation*) of the Security Document

Short particulars of all the property mortgaged or charged

"Enforcement Event" means any event or circumstance specified as such in Clause 11 (*Enforcement Events*) of the Security Document

"Finance Document" means any document entered into between the Company and the Lender

any reference to a **"Finance Document"** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, restated or replaced and includes any increase in, extension of or change to any facility made available under that Finance Document or other agreement or instrument

"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,
- (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 market 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

"Group" means the Company and its Subsidiaries for the time being

"Insolvency Act" means the Insolvency Act 1986 (as amended)

"Insurances" of the Company means all contracts and policies of insurance of any kind at the date of the Security Document or in the future taken out by or on behalf of the Company or (to the extent of its interest) in which the Company at the date of the Security Document or in the future has an interest

Short particulars of all the property mortgaged or charged

"Intellectual Property" of the Company 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 the Company at the date of the Security Document or in the future owns or (to the extent of its interest) in which the Company at the date of the Security Document 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 Company 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 at the date of the Security Document or in the future owned by the Company or (to the extent of its interest) in which the Company at the date of the Security Document or in the future has an interest

any reference to the **"Lender"** shall be construed so as to include its successors in title, permitted assigns and permitted transferees

"Material Adverse Effect" means a material adverse effect on or material adverse change in

- (a) the financial condition, assets, prospects or business of the Company or the consolidated financial condition, assets, prospects or business of the Group taken as a whole,
- (b) the ability of the Company to perform and comply with its obligations under any Finance Document,
- (c) the validity, legality or enforceability of any Finance Document, or

the validity, legality or enforceability of any Security expressed to be created pursuant to this Security Document (and any other security document that may at any time be given as security for any of the Liabilities) or on the priority and ranking of any of that Security

any reference to a **"person"** includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing

"Perfection Requirements" means the making of the appropriate registrations of this Security Document with the Registrar of Companies, H M Land Registry and the Land Charges Registry

"Permitted Security" means the Security created by the Company in favour of Barclays Bank PLC dated on or about 5 April 2007

Short particulars of all the property mortgaged or charged

"Real Property" means freehold and leasehold property in England and Wales and other 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

"Subsidiary" means a subsidiary within the meaning of section 736 of the Companies Act 1985 and, in relation to financial statements, a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985

Note (3) The Real Property specified in Schedule 2 (*Real Property*) to the Security Document is as follows

The leasehold property known as the land at the North of Chester Road, Old Trafford, Manchester otherwise known as 2 Brindley Road Cornbrook which is registered under title number MAN 114216 held on the terms of a lease dated 29 February 2008 between River Gate Developments Limited and HF Group AcquisitionCo Limited for a term of 15 years from 29 February 2008 expiring on 1 March 2023



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 6132417
CHARGE NO. 20

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FIXED AND FLOATING SECURITY
DOCUMENT DATED 25 JUNE 2008 AND CREATED BY HF
GROUP ACQUISITIONCO LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM THE COMPANY TO HF GROUP
UK 3 LIMITED 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
1 JULY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 JULY 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES