

MG01

Particulars of a mortgage or charge

007493/13



**A fee is payable with this form**

We will not accept this form unless you send the correct fee  
Please see 'How to pay' on the last page

☒ **What this form is for**  
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland

☐ **What this form is NOT for**  
You cannot use this form to register  
particulars of a charge in Scotland  
company. To do this, please use  
form MG01s

MONDAY



\*A1EAFP5D\*

A20

30/07/2012

#83

COMPANIES HOUSE

**1 Company details**

Company number 0 2 7 9 6 8 3 7

Company name in full HUNTINGDON CONSULTING ENGINEERS LIMITED

6 For official use

**Filling in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

**2 Date of creation of charge**

Date of creation d 1 d 1 m 0 m 7 y 2 y 0 y 1 y 2

**3 Description**

Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description Debenture dated 11 July 2012 (the "Debenture") granted by, among others, HUNTINGDON CONSULTING ENGINEERS LIMITED, a limited company incorporated in England & Wales with registered number 02796837 (the "Chargor"), in favour of Fifth Third Bank acting as administrative agent (the "Administrative Agent") for and on behalf of the Secured Parties (as defined below)

**4 Amount secured**

Please give us details of the amount secured by the mortgage or charge

Amount secured Please refer to the definitions of "Secured Obligations" and  
"Obligations" in the section 6 continuation sheet

**Continuation page**  
Please use a continuation page if  
you need to enter more details

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**Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

**Continuation page**

Please use a continuation page if you need to enter more details

Name

Fifth Third Bank

Address

National Healthcare Finance, 424 Church Street

Suite 500, Nashville, Tennessee, U S A

Postcode

Name

Address

Postcode

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**Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

**Continuation page**

Please use a continuation page if you need to enter more details

Short particulars

Please see continuation sheet

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Particulars of a mortgage of charge

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## Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

### DEFINITIONS

**“Bank Accounts”** means any bank account opened or maintained by the Chargor with any bank or financial institution and all Related Rights, including without limitation all credit balances now or at any time in future on such account, all debt from time to time represented by such credit balances, all securities detailed in such account and all other rights accruing or arising in relation to such account

**“Borrower”** means BPA Laboratories Inc

**“Borrowing Base Certificate”** means a certificate substantially in the form of Exhibit D of the Credit Agreement (with supporting calculations in reasonable detail) executed and certified as accurate and complete by a responsible officer of BPAL Holdings, Inc

**“Borrowing Request”** means the borrowing request substantially in the form of Exhibit E to the Credit Agreement.

**“Closing Date”** means the date on which the conditions precedent set forth in Section 6.1 of the Credit Agreement shall have been satisfied or waived, which date is to occur on or before 11 July 2012

**“Collateral Rights”** means all rights, powers and remedies of the Administrative Agent provided by or pursuant to the Debenture or by law

**“Compliance Certificate”** means a certificate duly executed by a responsible officer substantially in the form of Exhibit B of the Credit Agreement

**“Control Agreements”** means collectively, the deposit account control agreements in form and substance reasonably satisfactory to the Administrative Agent, to be executed by the Loan Parties in favour of the Administrative Agent, pursuant to the requirements of the Credit Agreement and of the Security Agreement

**“Credit Agreement”** means the credit agreement dated 11 July 2012 and made between, amongst others, BPA Laboratories Inc as borrower, Life Sciences Research Inc and certain of its direct and indirect subsidiaries as guarantors, the Lenders and the Administrative Agent (as the same may be amended, restated, amended and restated, modified or supplemented from time to time and including any agreement extending the maturity of or restructuring all or any portion of the obligations of the Borrower under such Credit Agreement or any successor credit agreement and including, without limitation, any supplemental credit agreement thereto

**“Derivative Rights”** means, in relation to any Shares or Investments, as the case may be

- (a) all dividends, interest, distributions and other income paid or payable on or in respect of those Shares or Investments,

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
	<p>Short particulars</p> <p>(b) all stocks, shares, securities or other property derived from those Shares or Investments,</p> <p>(c) all other allotments, accretions, rights, benefits and advantages of any kind accruing, offered or otherwise derived from or incidental to those Shares or Investments (whether by way of redemption, bonus, preference, option, substitution, conversion, exchange or otherwise), and</p> <p>(d) all other Related Rights in relation to those Shares or Investments</p> <p><b>“Fixtures”</b> means all fixtures and fittings (including trade and other fixtures and fittings) and fixed plant, machinery and equipment owned by the Chargor from time to time</p> <p><b>“Governmental Authority”</b> means the government of the United States of America or any nation or government, any state or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank), any securities exchange and any self-regulatory organization (including the National Association of Insurance Commissioners)</p> <p><b>“Group”</b> means Life Sciences Research Inc and its subsidiaries and undertakings from time to time, including the Borrower and the Guarantors</p> <p><b>“Guarantors”</b> means collectively, (1) BPAL Holdings, Inc , (2) each wholly owned subsidiary of BPAL Holdings, Inc on the Closing Date (other than the Borrower, subsidiaries of BPAL Holdings, Inc organized outside the United States or the United Kingdom, limited purpose entities and foreign subsidiaries of Borrower) and (3) each wholly owned subsidiary of BPAL Holdings, Inc that joins the Credit Agreement and the other Loan Documents in accordance with the provisions of the Credit Agreement, in each case, until the Guaranty of such Person has been released in accordance with the terms of the Credit Agreement and the Security Documents</p> <p><b>“Guaranty”</b> means the guaranty of the Obligations of the Borrower set forth in Section 4 of the Credit Agreement and any guaranty agreement executed and delivered by a Guarantor in favour of the Administrative Agent, and any amendment, waiver, supplement or other modification thereto</p> <p><b>“Insurance Policies”</b> means any contracts and policies of insurance or indemnity in which the Chargor may from time to time have an interest and all Related Rights but excluding any third party liability contract of insurance</p> <p><b>“Intellectual Property”</b> means any know-how, patents, trademarks, service marks, designs, trade names, business names, utility models,</p>	

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	Please give the short particulars of the property mortgaged or charged	
	<p>Short particulars</p> <p>copyrights, design rights, moral rights, inventions, rights in confidential information, topographical, database rights, computer software and any other intellectual property rights and interests, whether registered or unregistered, together with the benefit of all rights to use or exploit any such assets subsisting anywhere in the world in any of the foregoing (including any licences and sub-licences), all applications, and all rights to apply, for any such assets and all other Related Rights</p> <p><b>“Investments”</b> means.</p> <p>(a) securities and investments of any kind (including shares, stock, deeds, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit) (but not including the Shares),</p> <p>(b) warrants, options or other rights to subscribe for, purchase or otherwise acquire any securities and investments, and</p> <p>(c) any other assets falling within any paragraph in Part II of Schedule 2 to the Financial Services and Markets Act 2000 as in force at the date hereof,</p> <p>whether in bearer or registered form and all other interests in any person owned or held by the Chargor now or in the future and all Derivative Rights, whether any of the same are held directly by or to the order of the Chargor or are deposited with or registered in the name of any trustee, fiduciary, depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee on behalf of the Chargor (in each case whether or not on a fungible basis) or whether the same have been delivered to or to the order of the Administrative Agent (or any of its nominees)</p> <p><b>“Lender”</b> means Fifth Third Bank or any other bank, financial institution or entity from time to time party to the Credit Agreement</p> <p><b>“Licences”</b> means any licences, consents and authorisations (statutory or otherwise) relating to the business of the Chargor or the use of any Secured Property, together with all rights to recover and/or receive all compensation which may be payable to the Chargor in respect of any such licences, consents or authorisations and all other Related Rights</p> <p><b>“Lien”</b> means any mortgage, pledge, hypothecation, assignment, encumbrance, lien (statutory or other), charge or other security interest or any other security agreement of any kind or nature whatsoever in respect of property of any Person (including any deposit arrangement, preference, priority, preferential arrangement, conditional sale or other title retention agreement, and any capital lease, in any such case having substantially the same economic effect as any of the foregoing)</p> <p><b>“Loan”</b> means any loan made by any Lender pursuant to the Credit Agreement</p> <p><b>“Loan Documents”</b> means the Credit Agreement, any Notes, the Security Documents, the Management Subordination Agreement, any</p>	

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## Particulars of a mortgage of charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
	<p>Short particulars</p> <p>Control Agreements, any Notices and Acknowledgments, the Borrowing Base Certificates, Borrowing Requests, Compliance Certificates, any other instruments, documents and agreements further evidencing, securing or otherwise related to the Obligations and any amendment, restatement, waiver, supplement or other modification to any of the foregoing</p> <p><b>“Loan Parties”</b> means collectively, the Borrower and the Guarantors</p> <p><b>“Management Subordination Agreement”</b> means the subordination agreement dated 11 July 2012 by and among Life Sciences Research, Inc , LAB Holdings, LLC, the Borrower and the Administrative Agent as the same may be amended, modified, restated or supplemented from time to time in accordance with the terms therein</p> <p><b>“Mortgage”</b> means a deed of trust, mortgage, deed to secure debt, particulars of mortgage or charge (Form MG01), or other real estate security instrument, in form and satisfactory to the Administrative Agent, securing the Obligations, and any amendment, waiver, supplement or other modification thereto</p> <p><b>“Notes”</b> means the collective reference to any promissory note evidencing Loans, and any amendment, waiver, supplement or other modification thereto</p> <p><b>“Notice and Acknowledgement”</b> means the notice and acknowledgement of charge in the form set out in Schedule 9 of the Debenture or any other agreement in form as may be agreed by the Administrative Agent and the relevant Loan Party</p> <p><b>“Obligations”</b> means the unpaid principal of and interest on (including interest accruing after the maturity of the Loans and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, regardless of whether a claim for post-filing or post-petition interest is allowed in such proceeding) the Loans, and all other obligations and liabilities of the Borrower (and with respect to any Treasury Management Agreement, any other Loan Parties) to the Administrative Agent or to any Lender (or, in the case of Specified Swap Agreements and Treasury Management Agreements, any affiliate of any Lender), whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, that may arise under, out of or in connection with the Credit Agreement, any other Loan Document, or any Specified Swap Agreement or Treasury Management Agreement with a Lender or an affiliate of a Lender, or any other document made, delivered or given in connection herewith or therewith, whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses (including all fees, charges and disbursements of counsel to the Administrative Agent or to any Lender that are required to be paid by Borrower pursuant hereto) or otherwise</p>	

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## Particulars of a mortgage of charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
	<p>Short particulars</p> <p><b>"Permitted Lien"</b> means a permitted lien as set out in the Credit Agreement.</p> <p><b>"Person"</b> means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature</p> <p><b>"Real Property"</b> means</p> <ul style="list-style-type: none"> <li>(a) any freehold, leasehold or immovable property from time to time in England and Wales,</li> <li>(b) any buildings and Fixtures (including construction work in progress) from time to time situated on or forming part of such freehold, leasehold or immovable property, and</li> <li>(c) any land and other immovable property in the United States of America,</li> </ul> <p>in each case together with all Related Rights, but excluding any such Real Property and/or Related Rights constituting Excluded Assets (as defined in and more fully described in Clause 3 4 of the Debenture)</p> <p><b>"Receivables"</b> means any book debts, other debts, receivables and monetary claims of any nature whatsoever (other than those represented by the Bank Accounts) owing to the Chargor and any proceeds, rights, securities or guarantees in respect thereof (including any claims or sums of money deriving from or relating to any Intellectual Property, any Investments, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Chargor is a party and any other assets or undertaking of the Chargor) and all Related Rights</p> <p><b>"Related Rights"</b> means, in relation to any asset</p> <ul style="list-style-type: none"> <li>(a) the proceeds of sale of any part of that asset,</li> <li>(b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,</li> <li>(c) all rights, benefits, claims, contracts, warranties, covenants for title, negotiable and non-negotiable instruments, guarantees, indemnities, security, liens, reservation of proprietary rights, rights of tracing or remedies in respect of that asset and all rights from time to time acquired, attached or appurtenant to any of the foregoing, and</li> <li>(d) any monies and proceeds paid or payable in respect of that asset</li> </ul> <p><b>"Security Agreement"</b> means the U S pledge and security agreement dated 11 July 2012, executed and delivered by each Loan Party in favour of the Administrative Agent, and any amendment, waiver, supplement or other modification thereto</p>	

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## Particulars of a mortgage of charge

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	<p>Short particulars</p> <p><b>“Security Documents”</b> means the collective reference to the Guaranty, the Security Agreement, the Debenture, any Mortgages and all other security documents delivered to the Administrative Agent granting or perfecting a Lien on any property of any Person to secure the obligations and liabilities of any Loan Party under any Loan Document, whether pursuant to the Security Agreement, any Mortgages or otherwise</p> <p><b>“Secured Obligations”</b> means Obligations under the Credit Agreement and the Security Documents</p> <p><b>“Secured Parties”</b> means the Administrative Agent and the Lenders</p> <p><b>“Secured Property”</b> means all the assets, rights and undertaking of the Chargor which from time to time are the subject of the security created or expressed to be created in favour of the Administrative Agent by or pursuant to the Debenture (and references to the Secured Property shall include references to any part of it)</p> <p><b>“Shares”</b> means all shares in the capital of any member of the Group, or any other person held by, to the order of, or on behalf of, the Chargor at any time now or in the future</p> <p><b>“Specified Swap Agreement”</b> means any Swap Agreement entered into by the Borrower and any Lender or affiliate thereof in respect of interest rates</p> <p><b>“Swap Agreement”</b> means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, that are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a <b>“Master Agreement”</b>), including any such obligations or liabilities under any Master Agreement</p> <p><b>“Tangible Moveable Property”</b> means any plant, machinery, office equipment, computers, vehicles and other chattels and all Related Rights</p> <p><b>“Treasury Management Agreement”</b> means any agreement governing the provision of treasury, cash management or business credit card</p>	



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Particulars of a mortgage of charge

6	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
	<p>Short particulars</p> <p>services, including deposit accounts, funds transfer, automated clearinghouse, zero balance accounts, returned check concentration, controlled disbursement, lockbox, account reconciliation and reporting, trade finance and business credit card services</p> <p><b>2 GRANT OF SECURITY</b></p> <p><b>2 1 Fixed Charges</b></p> <p>The Chargor with full title guarantee charges in favour of the Administrative Agent (as administrative agent for the Secured Parties) as continuing security for the payment, discharge and performance of the Secured Obligations, by way of fixed charge, all its right, title and interest from time to time in and to each of the following assets</p> <p>(a) by way of legal mortgage, all Real Property,</p> <p>(b) by way of first fixed charge,</p> <p>(i) all Bank Accounts, and</p> <p>(ii) all Receivables, to the extent that they are not assigned pursuant to Clause 3 2 (Assignments) of the Debenture</p> <p>(c) by way of fixed charge,</p> <p>(i) (to the extent the same is not subject to a mortgage under Clause 3 1(a) of the Debenture) the Real Property,</p> <p>(ii) all Tangible Moveable Property,</p> <p>(iii) all Intellectual Property,</p> <p>(iv) any goodwill and rights in relation to the uncalled capital of such Chargor,</p> <p>(v) all Shares and all Derivative Rights,</p> <p>(vi) all Investments,</p> <p>(vii) each Insurance Policy and all Related Rights (other than any Insurance Policy which is otherwise subject to an assignment (at law or equity) pursuant to the Debenture),</p> <p>(viii) all Licences,</p> <p>(ix) all bills of exchange and other negotiable instruments held by it,</p>	

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Particulars of a mortgage of charge

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Please give the short particulars of the property mortgaged or charged			
Short particulars			
	(x)	any beneficial interest, claim or entitlement it may have in any pension fund, and	
	(xi)	all claims, causes and rights of action and all judgements arising under or in connection with any of the foregoing	
2 2	<b>Assignments</b>	<p>The Chargor assigns absolutely with full title guarantee to the Administrative Agent (as administrative agent for the Secured Parties) as security for the payment and discharge of the Secured Obligations all its right, title and interest from time to time in and to the proceeds of the Insurance Policies and all Related Rights</p>	
2 3	<b>Floating Charge</b>	<p>The Chargor with full title guarantee hereby charges in favour of the Administrative Agent (as administrative agent for the Secured Parties) as continuing security for the payment, discharge and performance of the Secured Obligations, by way of first floating charge, all of its Bank Accounts and Receivables and, by way of floating charge, the whole of its undertaking and all its property, assets and rights, whatsoever and wheresoever, both present and future, including any assets validly and effectively charged by way of fixed security pursuant to Clause 3 1 (Fixed Charges) of the Debenture or assigned by way of security pursuant to Clause 3 2 (Assignments) of the Debenture</p>	
3	<b>NEGATIVE PLEDGE</b>	<p>It shall not create or permit to subsist any Lien (other than a Permitted Lien) over all or any part of the Secured Property without the prior written consent of the Administrative Agent or as permitted pursuant to the Credit Agreement</p>	
4	<b>FURTHER ASSURANCE</b>		
4 1	<b>General Further Assurance</b>	<p>The Chargor shall promptly and at its own expense execute all such documents (including assignments, transfers, conveyances, mortgages or assurances (whether in favour of the Administrative Agent or any of its nominees)) and do all such acts and things (including making any filings or registrations and/or giving any notices, orders, directions or instructions) as the Administrative Agent may reasonably require (and in such form and substance as the Administrative Agent may reasonably require)</p>	

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## Particulars of a mortgage of charge

6	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
	<p>Short particulars</p> <p>(a) to perfect or protect the security created (or intended to be created) by the Chargor pursuant to the Debenture (including, without limitation, the execution by the Chargor of a mortgage, charge or other document over all or any of the assets constituting (or intended to constitute) Secured Property of the Chargor) and/or to perfect or protect the priority of such security,</p> <p>(b) to facilitate the realisation of the Secured Property of the Chargor, and/or</p> <p>(c) to exercise the Collateral Rights</p>	

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## Particulars of a mortgage or charge

<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b>	
	<p>Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his</p> <ul style="list-style-type: none"> <li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li> <li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li> </ul> <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p>	
Commission allowance or discount	N/A	
<b>8</b>	<b>Delivery of instrument</b>	
	<p>You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).</p> <p>We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).</p>	
<b>9</b>	<b>Signature</b>	
	Please sign the form here	
Signature	<p>Signature</p> <p>X Paul Hastings (Europe) LLP X</p>	
	This form must be signed by a person with an interest in the registration of the charge	

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## Particulars of a mortgage or charge



### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name

Company name

Address

Post town

County/Region

Postcode

Country

DX

Telephone



### Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



### Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

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

Make cheques or postal orders payable to 'Companies House'.



### Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

**For companies registered in England and Wales**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



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

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

**COMPANY NO. 2796837  
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 11 JULY 2012  
AND CREATED BY HUNTINGDON CONSULTING ENGINEERS  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE BORROWER (AND WITH RESPECT TO ANY  
TREASURY MANAGEMENT AGREEMENT, ANY OTHER LOAN  
PARTIES) TO FIFTH THIRD BANK OR TO ANY LENDER (OR, IN  
THE CASE OF SPECIFIED SWAP AGREEMENTS AND TREASURY  
MANAGEMENT AGREEMENTS, ANY AFFILIATE OF ANY  
LENDER) ON ANY ACCOUNT WHATSOEVER UNDER THE  
TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING  
OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT  
TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE  
30 JULY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 AUGUST 2012

