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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.

395

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



02357371

Name of company

* Investment Property Databank Holdings Limited (the "Chargor")

Date of creation of the charge

25 August 2009

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

A debenture (the "Debenture") dated 25 August 2009 between the Chargor and Investment Property Databank Limited as chargors in favour of Barclays Bank PLC as chargee (the "Chargee").

Amount secured by the mortgage or charge

All obligations owing to the Chargee by the Chargor, each and every liability which the Chargor may now or after the date of the Debenture have to the Chargee, whether on any current or other account including any liability in respect of any further advances made under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity). Provided that neither such covenant nor the security constituted by the Debenture or any Mortgage extends to or include any liability or sum which would, but for the proviso, cause such covenant or security to be unlawful or prohibited by any applicable law (the "Secured Obligations").

For definitions used in this Form 395, please refer to Schedule 1 (Definitions) hereto.

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

Barclays Bank PLC, a company registered in England and Wales under number 01026167 with registered office at 1 Churchill Place, London

Postcode E14 5HP

Presentor's name address and
reference (if any):

Clifford Chance LLP
10 Upper Bank Street
London
E14 5JJ

via CH London Counter

Time critical reference

907366/70-40451444/DNP

For official Use (02/00)
Mortgage Section

Post room

FRIDAY



L11

L187FCSK

28/08/2009

1615

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please refer to Schedule 2 (Short Particulars of All the Property Mortgaged or Charged) hereto.

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)

None.

Signed

Clifford Chance LLP

Date 28 August 2009

On behalf of ~~XXXXXXXXXXXXXXXXXXXX~~ [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 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

**Schedules to Form 395 relating to the Debenture entered into by the Chargor in favour
of the Chargee on 25 August 2009**

SCHEDULE 1

DEFINITIONS

In this Form 395:

"Account" means any account opened or maintained by the Chargor with the Chargee or any other person (and any replacement account or subdivision or subaccount of that account), the debt or debts represented thereby and all Related Rights;

"Barclays Overdraft" means the £1,000,000 overdraft facility between the Chargor and the Chargee as amended, novated, supplemented, extended, replaced or restated from time to time;

"Finance Document" means the Term Facility Agreement, the Debenture, the Share Pledge and any other document designated as a "Finance Document" by the Chargee and the Chargor, but for the avoidance of doubt, excluding the Barclays Overdraft;

"Insurance Policy" means any policy of insurance in which the Chargor may from time to time have an interest;

"Intellectual Property" means any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests anywhere in the world, whether registered or unregistered, the benefit of all applications and rights to use such assets and all Related Rights and including the rights listed in Schedule 4 (*Details of Intellectual Property*) of the Debenture;

"Investments" means:

- (a) any stocks, shares, debentures, securities and certificates of deposit (but not including the Shares);
- (b) all interests in collective investment schemes; and

all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b),

in each case whether held directly by or to the order of the Chargor, as the case may be, or by the Chargee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against the Chargee, nominee, fiduciary or clearance system);

"IPDL" means Investment Property Databank Limited, a company registered in England and Wales under company number 01879480;

"Mortgage" means a mortgage or legal charge in respect of all or any part of the Real Property in accordance with Clause 6 (*Further Assurance*) of the Debenture substantially in the form of Schedule 3 (*Form of Legal Mortgage*) of the Debenture;

"Monetary Claims" means any book and other debts and monetary claims owing to the Chargor and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Chargor are a party and any other assets, property, rights or undertaking of the Chargor);

"Real Property" means:

- (a) any freehold, leasehold or immovable property; and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property,

and includes all Related Rights;

"Related Rights" means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset; and
- (d) any monies and proceeds paid or payable in respect of that asset;

"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;

"Share Pledge" means the French share pledge agreement dated 25 August 2009 between the Chargor as pledgor and the Chargee as pledgee in respect of the shares in IPD France (registration number 393 183 017 RSC Paris);

"Shares" means all of the shares in the capital of IPDL held by, to the order or on behalf of the Chargor at any time;

"Tangible Moveable Property" means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Chargor's stock in trade or work in progress) and all Related Rights; and

"Term Facility Agreement" means the EUR1,500,000 facility agreement dated 25 August 2009 between Investment Property Databank Holdings Limited as borrower, Investment Property Databank Holdings Limited, Investment Property Databank Limited and Investment Property Databank GmbH as guarantors and Barclays Bank PLC as lender.

SCHEDULE 2

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1. FIXED CHARGES

- 1.1 The Chargor charged with full title guarantee in favour of the Chargee with the payment and discharge of the Secured Obligations, by way of first fixed charge (which so far as it related to land in England and Wales vested in the Chargor at the date of the Debenture was a charge by way of legal mortgage) (subject to obtaining any necessary consent to that mortgage or fixed charge from any third party) the Real Property.
- 1.2 The Chargor charged with full title guarantee in favour of the Chargee with the payment and discharge of the Secured Obligations, by way of first fixed charge all the Chargor's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Tangible Moveable Property.
- 1.3 The Chargor charged with full title guarantee in favour of the Chargee with the payment and discharge of the Secured Obligations, by way of first fixed charge all the Chargor's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Accounts.
- 1.4 The Chargor charged with full title guarantee in favour of the Chargee with the payment and discharge of the Secured Obligations, by way of first fixed charge all the Chargor's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Intellectual Property.
- 1.5 The Chargor charged with full title guarantee in favour of the Chargee with the payment and discharge of the Secured Obligations, by way of first fixed charge all the Chargor's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) any goodwill and rights in relation to the uncalled capital of the Chargor.
- 1.6 The Chargor charged with full title guarantee in favour of the Chargee with the payment and discharge of the Secured Obligations, by way of first fixed charge all the Chargor's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Investments.
- 1.7 The Chargor charged with full title guarantee in favour of the Chargee with the payment and discharge of the Secured Obligations, by way of first fixed charge all the Chargor's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Shares, all dividends,

interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion, compensation or otherwise).

- 1.8 The Chargor charged with full title guarantee in favour of the Chargee with the payment and discharge of the Secured Obligations, by way of first fixed charge all the Chargor's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) all Monetary Claims and all Related Rights other than any claims which were otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture.

2. ASSIGNMENTS

The Chargor assigned and agreed to assign absolutely with full title guarantee to the Chargee as security for the payment and discharge of the Secured Obligations all the Chargor's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to such assignment from any third party): the proceeds of any Insurance Policy and all Related Rights.

3. FLOATING CHARGE

- 3.1 The Chargor with full title guarantee charge in favour of the Chargee with the payment and discharge of the Secured Obligations by way of first floating charge all present and future assets and undertaking of the Chargor.
- 3.2 The floating charge created by paragraph 3.1 above shall be deferred in point of priority to all fixed Security validly and effectively created by the Chargor under the Finance Documents in favour of the Chargee as security for the Secured Obligations.
- 3.3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this paragraph 3 (*Floating Charge*).

4. FURTHER ASSURANCE

The Debenture contains covenants for further assurance.

5. NEGATIVE PLEDGE

The Debenture contains a negative pledge.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2357371
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 25 AUGUST
2009 AND CREATED BY INVESTMENT PROPERTY DATABANK
HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO BARCLAYS BANK PLC
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 28 AUGUST
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1 SEPTEMBER
2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES