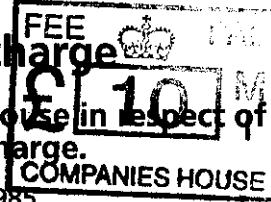


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CHFP 102

Please do not
write in
this marginPlease 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 £10 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

		3
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04142428

Name of company

* MILTON PRIORY DEVELOPMENTS LIMITED

Date of creation of the charge

20th JUNE 2002

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

DEBENTURE (FULL)

Amount secured by mortgage or charge

All moneys, obligations and liabilities now or in the future due, owing or incurred to Nationwide when the same become due for payment or discharge whether by acceleration or otherwise. The moneys, obligations or liabilities may be:

- * express or implied
- * present, future or contingent
- * joint or several
- * incurred as principal or under a guarantee or indemnity
- * originally owing to Nationwide or purchased or otherwise acquired by it
- * denominated in sterling or in any other currency
- * incurred on any banking or other account or in any other manner whatsoever

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

Nationwide Building Society

Nationwide House, Pipers Way

Swindon, Wiltshire ("Nationwide")

Postcode

SN38 1NW

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

EMW LAW

ELEANOR HOUSE

QUEENSWOOD OFFICE
PARK

NORTHAMPTON NN4

Time critical reference

For official Use
Mortgage Section

Post room

A31
COMPANIES HOUSE0700
27/06/02

Short particulars of all property mortgaged or charged

Please see attached schedule.

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)

Not applicable

A fee of £10 is payable
to Companies House in
respect of each register
entry for a mortgage or
charge.
(See Note 5)

Signed *amw lemn*

Date *26/06/07*

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

[†] 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 Cheques and postal orders are to be made payable to **Companies House**
- 6 The address of the Registrar of Companies is:-

SCHEDULE OF PROPERTY CHARGED - DEBENTURE (FULL)

Company Name: MILTON PRIORY DEVELOPMENTS LIMITED

Company Number: 04142428

Property charged pursuant to a Debenture in favour of Nationwide dated 20/6/02

The Company with full title guarantee charges to Nationwide:

- 1 By way of legal mortgage all freehold and leasehold property of the Company situated in England and Wales and all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time on such property together with all estates, rights, title, options, easements and privileges appurtenant to, or benefiting, the same including all beneficial interests of the Company in the property and in any proceeds of sale or disposal of any the property (the "Property").
- 2 By way of fixed charge all plant, machinery, vehicles, computer and office and other equipment.
- 3 By way of fixed charge all tenants' and trade fixtures and fittings, furniture, utensils and wet and dry stock from time to time on the Property.
- 4 By way of fixed charge all stocks, shares, bonds and securities of any kind whatsoever in (and from) any company and all other interests (including but not limited to loan capital) in any person, including all stocks, shares, rights, money and property accruing or offered at any time by way of conversion, redemption, bonus, rights, preference, option, capital reorganisation or otherwise in respect of any stocks, shares, bonds, securities or other interests.
- 5 By way of fixed charge all book and other debts, revenues and claims, whether actual or contingent, whether arising under contracts or in any other manner whatsoever, due or owing to the Company including without limitation, all things in action which may give rise to any debt, claim or revenue and the benefit of any mortgage, debenture, charge (whether fixed or floating) pledge, lien, hypothecation, standard security, assignment by way of security or other kind of interest or arrangement of any kind having the effect of conferring security of any kind and all rights relating thereto including; without limitation, reservation of proprietary rights, rights of tracing and unpaid vendor's liens and associated rights.
- 6 By way of fixed charge, all patents, patent applications, registered trademarks, applications for registration of trademarks, registered service marks, applications for registration of service marks, unregistered trademarks, trade names, registered designs, registered design applications, design rights, copyrights, computer programmes, know-how, confidential information and trade secrets and all other intellectual or intangible property or rights and all licenses, agreements and ancillary and connected rights relating to intellectual and intangible property.
- 7 By way of fixed charge the benefit of all guarantees, indemnities, rent deposits, agreements, contracts, undertakings and warranties.

- 8 By way of fixed charge all bank accounts, cash at bank and all credit balances on any account with Nationwide or with any other person whatsoever including the proceed of book debts, revenues and claims charged pursuant to Clause 3.1 (e) of the Debenture which proceeds shall, on payment into the Designated Account (as defined at clause 4.2(h) of the Debenture) ceased to be subject to the charge at paragraph 5 above but shall be subject to this charge.
- 9 By way of floating charge all the undertaking and all property, assets and rights of the Company from time to time but otherwise effectively charged by the provisions of the Debenture.
- 10 By way of an assignment all goodwill and uncalled capital.
- 11 By way of an assignment all monies from time to time payable to the Company under or pursuant to all present and future contracts or policies of insurance effected by the Company or to which the Company is entitled (including the refund of any premiums).
- A The above assets (the "**Charged Property**") are charged or, as appropriate, assigned as a *continuing security*.
- B The Debenture secures further advances.
- C The Debenture contains restrictions upon dealing in anyway with the Property, (including developing, altering, leasing, licensing, assigning, underletting, subletting, disposing, charging or surrendering any interest in the Property) together with a prohibition on creating or purporting to create or permit to subsist any mortgage, debenture, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment by way of security or other security interest or arrangements of any kind having the effect of conferring security of any kind over the whole or part of the Charged Property.
- D The Debenture contains a further assurance clause.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04142428

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 20th JUNE 2002 AND CREATED BY MILTON PRIORY DEVELOPMENTS LTD FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO NATIONWIDE BUILDING SOCIETY ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 27th JUNE 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28th JUNE 2002.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

A handwritten signature in the bottom left corner of the page.