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write in
this marginPlease complete
legibly, preferably
in black type, or
bold block lettering* Insert full name
of company

COMPANIES FORM No. 395

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M395 DEBENTURE

40102-0106

Particulars of a mortgage or charge

395

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

Pursuant to section 395 of the Companies Act 1985.

For official use Company number

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

3

5704535

Name of Company

* MONET REAL ESTATES (HIGH WYCOMBE) LIMITED

(the "Company")

Date of creation of the charge

9 AUGUST 2007

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

Debenture Deed (the "Debenture")

Amount secured by the mortgage or charge

- (1) All money and liabilities whether actual or contingent (including further advances made after the date of the Debenture by the Bank and secured directly or indirectly by the Debenture) which then were or at any time thereafter might be due, owing or incurred by the Company to the Bank anywhere or for which the Company might be or become liable to the Bank in any manner whatsoever without limitation (and whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same might at any earlier time have been due, owing or incurred to some other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment or other transaction or by operation of law),
- (a) interest to the date of payment at such rate or rates as from time to time might be agreed between the Bank and the Company, or in the absence of such agreement, at the rate, in the case of an amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select,
- (b) commission and other banking charges and legal, administrative and other costs, charges and expenses incurred by the Bank in relation to the Debenture (including any acts necessary to release the Charged Property (as defined in the Debenture) from the security) or in enforcing the security thereby created on a full and unqualified indemnity basis, and
- (c) any fees charged by the Bank for the time being spent by the Bank's officials, employees or agents in dealing with any matter relating to the Debenture. Such fees shall be payable at such rate as may be specified by the Bank

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

Lloyds TSB Bank plc

25 GRESHAM STREET,
LONDON EC2V 7HN (30 00 02)

(the "Bank")

Postcode

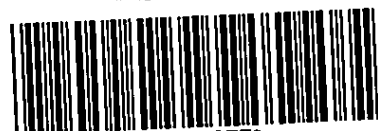
Presentor's name address and ref

Addleshaw
Goddard LLP
Box 500
companies
House
London
Blued/312406-320

For official use (0

Mortgage Section

FRIDAY



LD5

L2GBARZE

10/08/2007

483

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

annexed to this form 395 and

- First.** The freehold and leasehold property (if any) of the Company both present and future including (without prejudice to the generality of the foregoing) the properties (if any) specified in the Schedule referred to in the Debenture (and, where any such property is leasehold, any present or future right or interest conferred upon the Company in relation thereto by virtue of any Enfranchising Legislation (as defined in the Debenture) (including any rights arising as against any nominee purchaser pursuant thereto)) and all buildings and fixtures (including trade fixtures) fixed plant and machinery from time to time on any such property and all liens, mortgages, charges, options agreements and rights, titles and interests (whether legal or equitable) of the Company in or over land or the proceeds of sale thereof of whatever description both present and future and all the right, title and interest of the Company in any such plant and machinery from time to time hired, leased or rented by the Company from third parties or acquired by the Company from third parties on a hire instalment or conditional purchase basis including (without prejudice to the generality of the foregoing) the Company's right to any refund of rentals or other payments
- Secondly** All book debts present and future due or owing to the Company or in which the Company is legally, beneficially or otherwise interested (and the proceeds thereof) and the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) negotiable instruments, legal and equitable charges, reservation of proprietary rights, rights of tracing and unpaid vendors' liens and similar and associated rights
- Thirdly** All other debts, claims, rights and choses in action both present and future of the Company or in which the Company is legally, beneficially or otherwise interested (and the proceeds thereof) including (without prejudice to the generality of the foregoing)
- (a) deposits and credit balances held by the Company with the Bank or any third party from time to time both present and future (including things in action which give rise or may give rise to a debt or debts) owing to the Company (and the proceeds thereof),
 - (b) any amounts owing to the Company by way of rent, licence fee, service charge or dilapidations by any tenant or licensee (in each case whether present or future) of any freehold or leasehold property from time to time forming part of the Charged Property and any ground rents and rent charges, rent deposits and purchase deposits owing to the Company (and, in each case, the proceeds thereof),

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 *Addleshaw Goddard LLP* Date *10 AUGUST 2007*

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

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

Notes

+ 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, 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 are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ

Short particulars of all the property mortgaged or charged (continued)

2 Further assurance and notice of crystallisation

- 2.1 The Company shall at any time if and when required by the Bank execute and deliver to the Bank or as the Bank shall direct such further legal or other assignments, mortgages, securities, charges, agreements or other legal documentation as the Bank shall require of an on all or any of the Charged Property to secure payment of the Secured Obligations, such assignments, mortgages, securities, charges, agreements or other legal documentation to be prepared by or on behalf of the Bank at the cost of the Company and to contain all such clauses for the benefit of the Bank as the Bank may require including, if so required by the Bank in the case of a mortgage or charge on any freehold or leasehold property, any such clauses as are contained in any of the Bank's standard forms of mortgage from time to time and, in the case of securities over heritable property, any such clauses as are contained in any of the Bank's standard forms of standard security from time to time. The Company shall at any time if and when required by the Bank give notice to such parties as the Bank may require of the charges hereby effected and any such further legal or other assignments, mortgages, securities, charges, agreements or other legal documentation and shall take such other steps as the Bank may require to perfect any of the same. Upon demand at any time and at the Company's cost, the Company shall take all steps and do all such things as the Bank may consider to be necessary or desirable to give effect to this security and to procure the perfection, pursuant to any and all statutory requirements, of the security intended to be granted by the Debenture.
- 2.2 On each occasion that the Company acquires, or any nominee on the Company's behalf acquires, any property the title to which is registered or required to be registered under the Land Registration Acts 2002, the Company shall immediately notify the Bank in writing of each relevant title number and the Company shall procure that title to that property is duly and promptly registered and that the Debenture is entered on the register with a restriction and, if applicable, a note in the terms referred to in sub-clause 5.2 of the Debenture.
- 2.3 Without prejudice to the security hereby constituted the Bank may at any time (either before or after demand has been made by the Bank for payment of the money hereby secured) by notice in writing to the Company convert the floating charge created by sub-clause 4.1 of the Debenture over the Charged Property Tenthly described with immediate effect into a fixed charge as regards any of the Charged Property Tenthly described specified in the notice.
- 2.4 If, without the Bank's prior written consent, any security comes into existence in favour of a third party in relation to any part of the Charged Property Tenthly described or if any person carries out, or attempts to carry out, any enforcement or process (including any distress, execution, taking of possession, forfeiture or sequestration) against any of the Charged Property Tenthly described, the floating charge over such property shall automatically and instantly convert to, and have effect as, a fixed charge.

Schedule

All that freehold and leasehold land known as Lincoln's Inn Business Park, Lincoln Road, High Wycombe, HP12 3RE together with the private road leading to Lincoln's Inn Business Park and a car park adjacent to Lincoln's Inn Business Park registered at the land registry with title numbers BM274503, BM164023, BM173582

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 05704535

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 9th AUGUST 2007 AND CREATED BY MONET REAL ESTATE (HIGH WYCOMBE) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO LLOYDS TSB BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 10th AUGUST 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17th AUGUST 2007

P Mi



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES