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CHFP025

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

*insert full name
of Company

COMPANIES FORM No. 395

168279/104

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

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

For official use

Company number

8111

04638969

Name of company

* Inspace Partnerships Maintenance & Stock Reinvestment Limited (the
"Company")

Date of creation of the charge

7 November 2008

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

Debenture

Amount secured by the mortgage or charge

All the Company's obligations to the Bank of any kind and in any currency
(present, future, actual or contingent and whether incurred alone or
jointly with another) including interest and expenses

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

National Westminster Bank Plc (the "Bank")
135 Bishopsgate
London

Postcode EC2M 3UR

Presenter's name address and
reference (if any)

DLA Piper UK LLP
Victoria Square House
Victoria Square
Birmingham
B2 4DL

Ref GL/37981/120295/21713633

Time critical reference

For official Use (02/06)

Mortgage Section

Post room

SATURDAY



AJXT14NB

A28

08/11/2008

65

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

- 1 By way of fixed charge the following property of the Company whether owned now or in the future
- (i) all interests in any freehold and leasehold property (Land) vested in or charged to the Company,
 - (ii) all fixtures and fittings attached to any Land,
 - (iii) all plant and machinery including any associated warranties and maintenance contracts,
 - (iv) all rents receivable from any lease granted out of any Land,
 - (v) all the goodwill of the Company's business,
 - (vi) any uncalled capital,
 - (vii) all stocks shares and other securities held by the Company at any time in any Subsidiary
- (*Subsidiary* means an entity controlled, directly or indirectly, by the Company or by a Subsidiary of the Company 'Control' means the ability to appoint or remove directors or exercise the majority of voting rights, alone or with the agreement of others) and all income and rights derived from or attaching to those stocks, shares or securities,
- (viii) all intellectual property, licences, claims, insurance policies, proceeds of any insurance and any other legal rights,
 - (ix) the benefit of any hedging arrangements, futures transactions or treasury instruments,
- 2 By way of floating charge all the other property assets and rights of the Company owned now or in the future, which are not subject to a fixed charge under the Debenture or any other security held by the Bank
- Note 1 The Debenture contains covenants by the Company that the Company will not without the consent of the Bank
- (a) permit or create any mortgage charge or lien on the property,
 - (b) dispose of the property, other than disposals in the ordinary course of business of property charged by way of floating charge,
 - (c) call on, or accept payment of, any uncalled capital,

continued over

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 DLA Piper UK LLP

Date 7 November 2008

On behalf of ~~XXXXXX~~ [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 must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**

Name of company

*insert full name
of Company* Inspace Partnerships Maintenance & Stock Reinvestment Limited (the
"Company")

Addendum 1/4

1 Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

Addendum 3/4

3 Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

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

- (d) deal with its book and other debts, except by collecting them in the ordinary course of business In particular, the Company will not realise its book and other debts by means of invoice discounting or factoring arrangements,
- (e) grant or accept a surrender of any lease or licence of any of its Land or consent to any assignment or sub letting by a tenant,
- (f) part with or share possession or occupation of any of its Land
- Note 2 The Debenture gives the Bank power to appoint an Administrator
- 3 The Debenture is in addition to any other security for the Company's Obligations held by the Bank now or in the future The Bank may consolidate the Debenture with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or the Bank's other rights
- 4 On request, the Company will execute any deed or document, or take any other action required by the Bank, to perfect or enhance the Bank's security under the Debenture



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4638969
CHARGE NO. 8**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 7 NOVEMBER
2008 AND CREATED BY INSPACE PARTNERSHIPS
MAINTENANCE & STOCK REINVESTMENT LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO NATIONAL WESTMINSTER BANK PLC ON ANY
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 8
NOVEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 NOVEMBER
2008



Companies House
— for the record —

PS



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES