

# M

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Please 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

# 395

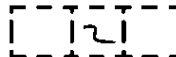
A fee of £13 is payable to Companies House in respect  
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



5081019

Name of company

\* Avanta Victoria Street Limited (the "Company")

Date of creation of the charge

27 September 2007

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

A debenture (the "Debenture") dated 27 September 2007 and made between the  
Company and Lloyds TSB Bank plc

Amount secured by the mortgage or charge

See Rider 1

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

LLOYDS TSB BANK PLC  
Bank House  
Wine Street, Bristol (the "Bank")

Postcode BS1 2AN

Presentor's name address and  
reference (if any)

CMS Cameron McKenna LLP  
Mitre House  
160 Aldersgate Street  
London  
EC1A 4DD

Ref. MIAN/22240790

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

FRIDAY



LD5 \*LZDLPTJJ\* 486  
05/10/2007  
COMPANIES HOUSE

Please return via  
CH London Counter

Short particulars of all the property mortgaged or charged

See Rider 2

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

Particulars as to commission allowance or discount (note 3)

Nil

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

Signed *CMS Cameron McKernan LLP*

Date *5<sup>th</sup> October 2007*

On behalf of ~~XXXXXXXXXXXXXXXXXXXX~~ [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 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**.

**Riders to Form M395**

**COMPANY NAME: AVANTA VICTORIA STREET LIMITED**

**RIDER 1**

**AMOUNT SECURED BY THE MORTGAGE OR CHARGE**

- 1        The Company shall pay to the Bank in accordance with any relevant agreement between the Bank and the Company relating to the amounts hereby secured or, in the absence of any such agreement, on demand all money and liabilities whether actual or contingent (including further advances made hereafter by the Bank and secured directly or indirectly by the Debenture) which now are or at any time hereafter may be due, owing or incurred by the Company to the Bank anywhere or for which the Company may 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 may 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)
- 2        Interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time 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
- 3        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 below) from this security) or in enforcing the security hereby created on a full and unqualified indemnity basis
- 4        Any fees charged by the Bank for the time spent by the Bank's officials, employees or agents in dealing with any matter relating to the Debenture

**Riders to Form M395**

**COMPANY NAME: AVANTA VICTORIA STREET LIMITED**

**RIDER 2**

**SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED**

The Company with full title guarantee hereby charges with the payment of the Secured Obligations (as defined below) and so that the charges hereby created shall be a continuing security

- 1 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 (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 below) 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
- 2 All book debts (including without limitation the Non-Vesting Debts (as defined below)) both 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) the Related Rights (as defined below), negotiable instruments, legal and equitable charges, reservation of proprietary rights, rights of tracing and unpaid vendors' liens and similar and associated rights
- 3 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 choses 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),
  - (c) without prejudice to paragraph (d) below, any amounts owing or which may become owing to the Company under any building, construction or development contract or by virtue of the Company's rights under any retention or other trusts, whether or not any certificate as to the amount due has been issued in respect thereof (and the proceeds thereof),
  - (d) without prejudice to paragraph (e) below, all rights (and the proceeds of such rights) present or future, actual or contingent, arising under or in connection with any contract

- whatsoever in which the Company has any right, title or interest (including, without limitation, all policies and contracts of insurance and assurance),
- (e) any amounts owing or which may become owing to the Company by way of damages, compensation or otherwise under any judgment or order of any competent authority howsoever arising or by way of settlement or compromise of any legal proceedings, and
  - (f) the benefit of all rights relating to such debts, claims, rights and choses in action including (without prejudice to the generality of the foregoing) such rights as are described in Paragraph 2 above
- 4 Where the Company for the time being carries on any business comprising or relating to the provision of credit (as defined by Section 9 of the Consumer Credit Act 1974) or any business comprising or relating to the bailment or (in Scotland) the hiring of goods
- (a) the full benefit of and all rights under the Credit Agreements, including all money payable under or in respect of the Credit Agreements,
  - (b) the full benefit of and all rights under the Hiring Agreements (as defined below), including all money payable under or in respect of the Hiring Agreements,
  - (c) the full benefit of and all rights relating to the Instalment Credit Agreements (as defined below) including all legal and equitable charges and other securities and guarantees and the other rights and remedies expressly or impliedly reserved by the Instalment Credit Agreements and by such securities and guarantees,
  - (d) the Company's present and future rights and interests (if any) in and to any chattels comprised in the Instalment Credit Agreements or securities and guarantees provided in relation thereto including (without prejudice to the generality of the foregoing) any right to damages relating thereto and the benefit of any warranties given in respect thereof insofar as the property or any interest in such chattels remains vested in the Company, and
  - (e) the full benefit of the Company's rights and interests (if any) in and to all insurance effected by the Company or by any other person of any chattels comprised in any Instalment Credit Agreements or any security or guarantee provided in relation thereto
- 5 (a) The Securities (as defined below),
- (b) all rights in respect of or incidental to the Securities, and
  - (c) the Interests in Securities (as defined below)
- 6 The Intellectual Property Rights (as defined below)
- 7 The goodwill and the uncalled capital of the Company both present and future
- 8 All other plant and machinery, fittings and equipment (not in any such case being the Company's stock-in-trade or work in progress) now or at any time hereafter belonging to the Company or in which the Company is legally, beneficially or otherwise interested, wherever situated and whether or not affixed to any freehold or leasehold property of the Company

- 9 All the rights, interests and benefits of the Company under any present or future hire-purchase, conditional sale, credit sale, leasing or rental agreement to which the Company is a party in the capacity of hirer, purchaser or lessee including (without prejudice to the generality of the foregoing) the Company's right to any refund of rentals or other payments
- 10 The undertaking and all property and assets of the Company both present and future including (without prejudice to the generality of the foregoing) heritable property and all other property and assets in Scotland and the Charged Property described in Paragraphs 1, 2, 3, 4, 5, 6, 7, 8 and 9 (if and in so far as the charges thereon or on any part or parts thereof herein contained shall for any reason be ineffective as fixed charges)

The security hereby created shall as regards the Charged Property described in Paragraphs 1, 2, 3, 4, 5, 6, 7, 8 and 9 be first fixed charges (and as regards all those parts of the Charged Property described in Paragraph 1 now vested in the Company shall constitute a charge by way of legal mortgage thereon) and as regards the Charged Property described in Paragraph 10 shall be a first floating charge

## Riders to Form M395

**COMPANY NAME: AVANTA VICTORIA STREET LIMITED**

### **SCHEDULE OF DEFINITIONS AND INTERPRETATION**

- 1 All defined terms and expressions used in this Form M395 shall, if not otherwise defined, have the following meanings and any terms not herein defined shall have the meaning given to such term in the Debenture

**"Charged Property"** means the undertaking, assets, properties, revenues, rights and benefits First, Secondly, Thirdly, Fourthly, Fifthly, Sixthly, Seventhly, Eighthly, Ninthly and Tenthly described in sub-clause 4.1 of the Debenture and references to the Charged Property include references to any part of it,

**"Credit Agreements"** means all agreements now or hereafter entered into by the Company under which the Company has provided or agreed to provide credit (as defined by section 9 of the Consumer Credit Act 1974) to any person of any amount and all agreements now or hereafter entered into by any person other than the Company under which credit (as so defined) is provided or agreed to be provided and the benefit of which is assigned to or otherwise vested in the Company,

**"Enfranchising Legislation"** means any legislation conferring upon a tenant or tenants of property (whether individually or collectively with other tenants of that or other properties) the right to acquire a new lease of that property or to acquire or require the acquisition by a nominee of the freehold or any intermediate reversionary interest in that property including (without limitation) the Leasehold Reform Act 1967 and the Leasehold Reform, Housing and Urban Development Act 1993 but does not include Part II of the Landlord and Tenant Act 1954,

**"Facilities Agreement"** means the £6,000,000 revolving facilities agreement dated 27 September 2007 between Avanta Managed Offices Limited (1), the Original Borrowers (2), the Original Guarantors (3) and Lloyds TSB Bank plc (4)

**"Hiring Agreements"** mean all rights under all agreements (not being Credit Agreements) now or hereafter entered into by the Company for the bailment or (in Scotland) the hiring of goods to any person and all agreements (not being Credit Agreements) now or hereafter entered into by any person other than the Company for such bailment or (in Scotland) hiring the benefit of which is assigned to or otherwise vested in the Company,

**"Instalment Credit Agreements"** means the Credit Agreements and the Hiring Agreements,

**"Intellectual Property Rights"** means

- (a) all present and future copyrights, patents, designs, trademarks, service marks, brand names, inventions, design rights, know-how, formulas, confidential information, trade secrets, computer software programs, computer systems and all other intellectual property rights whatsoever without any limitation, whether registered or unregistered, in all or any part of the world in which the Company is legally, beneficially or otherwise interested,
- (b) the benefit of any pending applications for the same and all benefits deriving therefrom and thereunder including but not limited to royalties, fees, profit sharing agreements and income arising therefrom and all licences in respect of or relating to any intellectual property rights, whether such licences are granted to the Company or granted by the Company, and

- (c) every item of physical material of any description or type whatever in or in respect of which intellectual property rights may subsist and in respect of each such item the original copy or version or variant owned by, produced by or delivered to or obtained by the Company and any rejected and surplus materials associated or connected with or forming part of the foregoing which shall include, without limitation, any and all manuals and translations thereof, log books, designs, sketches, algorithms, calculations, diagrams, computations, source codes, models, prototypes, apparatus, computer programs, photographs, books and other records in any medium, electronic data and any other material of any description whatever in which intellectual property may be incorporated,

**"Interests in Securities"** means the Securities and all stocks, shares, securities, rights, money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option or otherwise to or in respect of any of the Securities including all dividends, interest and other income payable in connection therewith,

**"Non-Vesting Debts"** means all book and other debts which are purchased or purported to be purchased by the Bank pursuant to any debt purchase, invoice discounting or other financing arrangement relating to the purchase of any debts for the time being in force between the Company and the Bank but which fail to vest absolutely and effectively in the Bank for any reason,

**"Related Rights"** means in relation to any Non-Vesting Debts

- (a) all security, bonds, guarantees and indemnities in relation to such debts,
- (b) the right to demand, sue for, recover, receive and give receipts for all amounts due and to become due under the contract or arrangement under which such debts arise;
- (c) the benefit of all covenants and undertakings from, and all causes and rights of action against, the debtor in respect of amount due and to become due under the contract or arrangement under which such debts arise, and
- (d) all ledgers, documents, computer or electronics data (including operating systems) recording or evidencing such Non-Vesting Debts,

**"Secured Obligations"** means

- (a) all money and liabilities and other sums hereby agreed to be paid by the Company to the Bank, and
- (b) all other money and liabilities expressed to be secured hereby (including, without limitation, any expenses and charges arising out of or in connection with the acts or matters referred to in clauses 10, 13, 18 and 23 of the Facilities Agreement), and

**"Securities"** means all stocks, shares, bonds, certificates of deposit, depository receipts, derivatives (including any currency or currency unit, interest rate or commodity hedging arrangement), securities and other interests and rights which are now or may at any time hereafter be owned by the Company or in which the Company may be legally, beneficially or otherwise interested (and whether held in certificated form or in uncertificated form by a member (whether the Company itself or a third party) of CREST or any other similar system) including, without limitation

- (a) loan capital, indebtedness or liabilities on any account or in any manner owing to the Company both present and future in or from any company which now is or may

hereafter become a subsidiary (as defined in Section 736 of the Companies Act 1985) of the Company,

- (b) the full benefit of all stocks, shares, certificates of deposit, depository receipts and securities which or the certificates for which are now or may at any time hereafter be lodged by the Company or on its behalf with the Bank or held by the Bank or its agents or transferred to or registered in the name of the Bank or its agents or their respective nominees or held by any party other than the Company for or to the order of the Bank at the request of or by arrangement with the Company,
- (c) all property and rights of the Company in respect of any account now or hereafter held by or for the Company as participant or as beneficiary of a nominee or trustee participant with any clearance or settlement system or depository or custodian or sub-custodian or broker (in each case, whether in the UK or elsewhere) relating to stocks, shares, securities, certificates of deposit, depository receipts, securities or other interests or rights whatsoever without limitation, and

all rights in respect of or incidental to the Charged Property described above

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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 05081019

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 27th SEPTEMBER 2007 AND CREATED BY AVANTA VICTORIA STREET LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO LLOYDS TSB BANK PLC 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 5th OCTOBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th OCTOBER 2007

*dc*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —