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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.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

4477554

Name of company

* Ilchester Trustee Company Limited ("the Company")

Date of creation of the charge

23 January 2004

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

Legal Mortgage by Owner to Secure Own Account (the "Legal Mortgage")

Amount secured by the mortgage or charge

All sums of money which The Honourable Charlotte Anne Townshend DL, James Reginald Townshend and Ilchester Trustee Company Limited as the trustees of Ilchester Estates 2 ("Ilchester") may now or at any time in the future owe to Yorkshire Bank PLC ("the Bank"); and all liabilities which Ilchester may now or at any time in the future owe to the Bank. The sums of money and liabilities referred to above shall include:

- * sums and liabilities due or owing by Ilchester alone and/or jointly with any other person;
- * sums and liabilities owed as guarantor, indemnifier or security giver for any other person;

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

Yorkshire Bank PLC whose registered office is at 20 Merrion Way, Leeds

Postcode LS2 8NZ

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

Addleshaw Goddard
Sovereign House, PO Box 8,
Sovereign Street, Leeds,
LS1 1HQ

CER/26074-11959

Time critical reference

For official Use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

1 The Company charges to the Bank by way of legal mortgage all that leasehold land known as land on the east side of Pheasant Street Worcester known as Lowesmoor Place registered at HM Land Registry under title number HW40606 ("the Property").

2 The Company assigns to the Bank

- * any option to purchase or right of pre-emption to acquire the freehold or superior leasehold or to have a new lease of the Property.
- * any proceeds of sale, letting or other disposition of the Property.
- * any guarantees, insurance or compensation monies relating to the Property or any authorisation, permit, registration certificate or licence of any kind in force in connection with the Property.

Please do not write in this margin

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

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Particulars as to commission allowance or discount (note 3)

Nil

Signed

Adleshwar Goddard

Date 29 January 2004

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

A fee of £10 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 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

CHFP025

Particulars of a mortgage or charge (continued)

Please do not
write in this
binding margin

Continuation sheet No 1
to Form No 395 and 410 (Scot)

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

Company Number

4477554

Name of Company

Ilchester Trustee Company Limited ("the Company")

~~XXXXXX~~

* delete if
inappropriate

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

- * sums and liabilities which may or may not become payable depending on the outcome of future events including any sums and liabilities which would become payable on demand by the Bank;
- * sum and liabilities owed by Ilchester to another person, the rights to which have been transferred to the Bank;
- * sums and liabilities owed on current or any other account;
- * interest at the applicable rate or rates the Bank agrees with Ilchester from time to time in respect of any sum of money or liability, and if no rate has been agreed between the Bank and Ilchester for any particular sum of money or liability, interest at such rate as the Bank may select from the rates agreed between the Bank and Ilchester in respect of any other sum of money or liability, in all circumstances, computed and compounded as agreed between Ilchester and the Bank, or if there is no agreement, in accordance with the Bank's current practice from time to time, both before and after any judgment is obtained by the Bank;
- * banking charges and all costs and expenses (including the Bank's own internal management and administrative costs and legal costs on a full indemnity basis) incurred by the Bank or any receiver appointed by the Bank in exercising the Bank's rights or the receiver's rights under the Legal Mortgage, calculated as agreed between Ilchester and the Bank, or if there is no agreement, in accordance with the Bank's current practice from time to time.

Please do not
write in this
binding margin

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

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

- * any share or membership rights in a residents' association or management company relating to the Property; and
- * any other benefit or right of any kind relating to the Property, its use, construction or title.
- 3 The Company assigns to the Bank the goodwill belonging to the Company of all businesses from time to time carried on at the Property with the benefit of all authorisations, permits, registration certificates or licences of any kind which the Company may hold in connection with such businesses.
- 4 The Company also charges to the Bank:
 - 4.1 by way of fixed charge the equipment and goods (if any) listed in Schedule 2 of the Legal Mortgage and all other fixtures, fittings, plant and machinery which may from time to time be erected on or affixed to the Property, and
 - 4.2 by way of floating charge on other moveable plant, machinery, furniture, equipment, goods and other effects which from time to time on the Property.

Note:

- A The Bank may at any time by written notice to the Company convert the floating charge over any assets specified in the notice into a fixed charge.
- B The Legal Mortgage contains a prohibition on the Company creating or allowing any mortgage, charge, pledge, lien, assignment by way of security or other security interest of any kind on the Property.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04477554

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED THE 23rd JANUARY 2004 AND CREATED BY ILCHESTER TRUSTEE COMPANY LIMITED FOR SECURING ALL MOINES DUE OR TO BECOME DUE FROM THE HONOURABLE CHARLOTTE ANNE TOWNSHEND DL, JAMES REGINALD TOWNSHEND AND ILCHESTER TRUSTEE COMPANY LIMITED AS THE TRUSTEES OF ILCHESTER ESTATES 2 TO YORKSHIRE 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 30th JANUARY 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2nd FEBRUARY 2004.

[Handwritten signature]



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES