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COMPANIES FORM No. 395

Particulars of a mortgage or charge

60 3543/10

395

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

CHFP025

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

151111

4484817

Name of company

* AURELIAN PROPERTY FINANCE LIMITED (THE "COMPANY")

Date of creation of the charge

9 JULY 2004

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

Assignment of Security

Amount secured by the mortgage or charge

All monies, obligations and liabilities whatsoever whether for principal interest or otherwise in whatever currency which may now or at any time in the future be due, owing or incurred by the Company to The Governor and Company of the Bank of Scotland ("BoS") whether present or future, actual or contingent and whether alone, severally or jointly as principal guarantor surety or otherwise and in whatever manner, in whatever name or style and whether on any current or other account or in any other manner whatsoever and including, but without limitation, all expenses, BoS's charges, commission and interest (interest is computed and compounded according to the usual practice of BoS as well after as before any demand or judgment) other than any liability or obligation which if it were so included would result in Assignment of Security contravening Section 151 of the Companies Act 1985.

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

The Governor and the Company of the Bank of Scotland, New Ueberior House, 11 Earl Grey Street, Edinburgh

Postcode EH3 9BN

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

Halliwell's LLP
St James's Court,
Brown Street,
Manchester

For official Use
Mortgage Section

Post room



A45
COMPANIES HOUSE

0520
29/07/04

SXM-395BosAurChalfordAoS1a

Time critical reference

Short particulars of all the property mortgaged or charged

1. All the Company's present and future rights, title, benefit and interest in the Assigned Documents (listed below) including any and all claims, rights, payments and remedies to which the Company is or may become entitled under, pursuant or in relation to the Assigned Documents together with all damages for any breach of the Assigned Documents and the benefit of any guarantee, indemnity or security in relation to the Assigned Documents.
2. All right, title and interest and all assets (tangible or intangible) in relation to the Assigned Documents.
3. The benefit of all future licences, permits, consents and authorisations (statutory or otherwise) are assigned to BoS which are held in connection with the use or exploitation of any other Security Assets and the right to recover and receive all compensation which may be payable in respect thereof.
4. The Assigned Documents are the Security Assets.

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



Date 27 July 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

"Security Assets" means are all those assets which are the subject of any security created by or pursuant to the Assignment.

Assets Charged

9th July 2004	Debenture	(1) Cotswoldgate Chalford Limited (2) the Company
9th July 2004	Secured Loan	(1) Cotswoldgate Chalford Limited (2) the Company
9th July 2004	Legal Charge	(1) Cotswoldgate Chalford Limited (2) The Company
9th July 2004	Deed of Acession	(1) The Company (2) Cotswoldgate Chalford Limited (3) Cotswoldgate Limited

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

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Notes:

1. The Company cannot without BoS's consent create any Encumbrance (as defined in the Assignment of Security) over the Assigned Assets or the Security Assets.

2. The Company cannot sell any of the assets or transfer the Assigned Assets or the Assigned Documents or the Security Assets without BoS's prior written consent.

3. Any payments received by the Company in respect of the Assigned Documents and Security Assets are held to the Company's order.

4. Sections 93 and 103 of the Law of Property Act 1925 (as amended) do not apply to the Deed.

5. The statutory powers of leasing are extended so as to authorise BoS to grant leases etc. without the necessity of complying with the provisions of Sections 99 and 100 of the Law of Property Act 1925.

6. A power of attorney is granted in favour of BoS and BoS may delegate matters to a delegatee.

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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

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04484817

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ASSIGNMENT OF SECURITY DATED THE 9th JULY 2004 AND CREATED BY AURELIAN PROPERTY FINANCE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 29th JULY 2004.

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

P. Angela



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES