

**COMPANIES FORM No. 395****Particulars of a mortgage or charge**

668781/26

**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

[141]

4484817

Name of company

\* AURELIAN PROPERTY FINANCE LIMITED (THE "COMPANY")

Date of creation of the charge

11 August 2006

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

Bank of Scotland, New Uberior House, 11 Earl Grey Street, Edinburgh (the "Lender"),

THE GOVERNOR AND COMPANY OF THE

Postcode EH3 9BN

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

Halliwell Landau  
St James's Court,  
Brown Street,  
Manchester  
M2 2JF

SXM-395BoSAur36 ground-Ass

Time critical reference

For official Use (02/00)  
Mortgage Section
PMO \*P162G00U\* 556  
COMPANIES HOUSE 17/08/06

A14 \*AUGTG17J\* 438  
COMPANIES HOUSE 23/08/2006

COMPANIES HOUSE 576  
17/08/2006

Non Part  
Sig  
17/8/06
**M**

CHFP025

Please do not write in this margin

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

\*insert full name of Company

## 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 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. transfers and assigns absolutely to the Lender all its rights, title (to the extent (if any)) such title does not vest in the Lender by virtue of any other documents the Lender may hold) and all assets tangible and intangible in relation thereto;

3. charges in favour of the Lender by way of fixed charge the benefit of all present and future licences, permits, consents and authorisations (statutory or otherwise) held in connection with the use or exploitation of the other Security Assets and the right to recover and receive all compensation which may at any time be payable to it in respect thereof.

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Please complete  
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bold block  
lettering

### Particulars as to commission allowance or discount (note 3)

None

Signed

Date

22/08/06

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

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

### 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

† delete as  
appropriate

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**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*

Name of Company

Company Number

4484817

\* delete if  
inappropriate

AURELIAN PROPERTY FINANCE LIMITED (THE "COMPANY")

Limited\*

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

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

Please do not  
write in this  
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

*Please complete  
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bold block lettering*

## 4. The Assigned Documents are:

Date	Document/deed	Parties	
11/08/06	Legal Charge (re land at Marlborough Road, Swindon SN31RD) (Title Numbers: WT116348 and wt120419 including unregistered freehold)	(1)	Cotswoldgate Chalford Limited
		(2)	The Company
5/6/06	Secured Loan Agreement	(1)	Cotswoldgate Chalford Limited
		(2)	The Company

together the "Agreements"

**Definitions:**

"Assigned Documents" means the Agreements and all Collateral Instruments arising therefrom;

"Collateral Instruments" means negotiable and non-negotiable instruments, guarantees, indemnities and other assurances against financial loss and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any liabilities of any person and includes any document or instrument creating or evidencing an Encumbrance;

"Encumbrance" means any mortgage, charge, standard security, pledge, lien, assignment, assignation, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security;

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

**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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## Particulars of a mortgage or charge (continued)

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Continuation sheet No \_\_\_\_\_  
to Form No 395 and 410 (Scot)

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Company Number

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Name of Company

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

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

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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 11th AUGUST 2006 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 17th AUGUST 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25th AUGUST 2006.



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES