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## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

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

# 395

CHFP025

Please do not write in this margin

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

\*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



4941077

Name of company

\* Cotswoldgate Ventures Limited (the "Borrower")

Date of creation of the charge

10 January 2007

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

Legal Charge (the "Charge")

Amount secured by the mortgage or charge

All sums of money owed and all liabilities or obligations to be carried out to the Chargee at any time and from time to time by the Borrower whether:-  
(i) they arise before or after the Chargee had demanded that they are repaid or carried out;  
(ii) they are owed or to be carried out immediately or only after a stated event has occurred;  
(iii) the Borrower owes or is to carry them out on his own or jointly with any other persons;  
(iv) the Borrower owes or is to carry them out on his own account or as guarantor for the other persons;  
together with Interest upon them and Expenses relating to them;  
(the "Debt")

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

Aurelian Property Finance Limited of Priory House, Priory Street, Usk, Monmouthshire (the "Chargee")

Postcode NP15 1BJ

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

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

MT/laser/aurelian-cots ventu

Time critical reference

For official Use (02/00)  
Mortgage Section

Post room



TUESDAY

A09

\*A2XLGMGC\*

23/01/2007

340

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

The Borrower with the full title guarantee charges as security for the Debt:

- a) by way of legal mortgage the Property;
- b) by way of fixed charge all buildings and other structures on, and items fixed to, the Property;
- c) by way of fixed charge any goodwill relating to the Property or the business or undertaking conducted at the Property;
- d) by way of fixed charge all plant, machinery and other items affixed to and forming part of the Property on or at any time after the date of the Charge;
- e) by way of assignment the Rental Sums together with the benefit of all rights and remedies of the Borrower relating to them to hold to the Chargee absolutely subject to redemption upon repayment of the Debt;

cont'd .....

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)

Nil

Signed

*Hallivell LLP*

Date

*18/1/07*

On behalf of [company] [mortgagee/chargee] †

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 (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 outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument comes 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 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 that 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 situated 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

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

4941077

Name of Company

Cotswoldgate Ventures Limited (the "Borrower")

Limited\*

\* delete if  
inappropriate

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

Amount due or owing to the mortgage or charge (continued)

Please do not  
write in this  
binding margin

Please complete  
legibly, preferably  
in black type  
bold block letters

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*

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f) by way of fix~~ing~~ charge the proceeds of any claim made under any insurance policy relating to any of the property charged under the Charge; and  
g) if the Borrow~~er~~ is a company (which shall include an industrial and provident society registered under the Industrial and Provident Society Acts) by way of ~~fixing~~ charge all unattached plant, machinery.

The Borrower will ~~not~~ create or attempt to create or allow to be created or to exist (whether ~~by~~ a specific agreement imposed by rule of law or Act of Parliament) any charge or lien of any kind over the Property without the prior written consent of the Chargee.

#### Definitions:

"Expense" or Expe~~nses~~ means the total of the following:  
any commission an~~d~~ other charges which the Chargee may from time to time charge to the Bor~~rower~~ in the ordinary course of the Chargee's business in respect of the De~~bt~~ or any service provided by the Chargee to the Borrower;

any costs, charge~~s~~ premiums, fees and expenses incurred from time to time by the Chargee or the Receiver under the Charge and which are either repayable by the ~~borrower~~ under the Charge or are incurred in the exercise by the Chargee or the Receiver of their powers under the Charge;

any costs, charge~~s~~ and expenses incurred by the Chargee or the Receiver in connection with t~~he~~ Chargee or the Receiver doing anything to protect the Charge or to obta~~in~~ possession of or sell or deal (in any other way allowed by the Charge) wi~~th~~ the Property;

together with Val~~ue~~ Added Tax upon such sums where appropriate

"Interest" means ~~the~~ sum of money payable to the Chargee by way of interest upon the Debt;

"Property" means t~~he~~ property known as the land at Argyle Street, Swindon registered at the Land Registry under title numbers WT218264 and WT217812 which has been ch~~arged~~ to the Chargee by the Charge (where the context allows this) as se~~curi~~ty for the repayment of the Debt referred to in the Charge together wi~~th~~ any other assets or rights charged by the Charge;

"Receiver" means a~~n~~y person (who may be an employee of the Chargee) who is appointed by the C~~hargee~~ in writing to be the receiver and manager of all or any part of the ~~property~~ and also any person who is substituted by the Chargee in writing ~~for~~ such person;

"Rental Sums" mean all rents, profits, income, fees and other sums at any time payable by an~~d~~ lessees, underlessees, tenants or licensees of the Property to the Bo~~rower~~ pursuant to the terms of any agreements for lease, leases, underlease~~s~~ tenancies or licences to which all or any part of the Property is subje~~ct~~ but not any sums payable in respect of services provided to such l~~essees~~, underlessees, tenants or licensees or payable in respect of insuran~~ce~~ premiums or reasonable professional fees or expenses;

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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. 04941077

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 10th JANUARY 2007 AND CREATED BY COTSWOLDGATE VENTURES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO AURELIAN PROPERTY FINANCE LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 23rd JANUARY 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29th JANUARY 2007.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —