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COMPANIES FORM NO. 395

M**Particulars of a mortgage or charge**

Pursuant to section 395 of the Companies Act 1985

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preferably in
black type or
bold block
lettering

To the Registrar of Companies

For Official Use Company Number



04941077

Name of company

*Insert full
name of
company

Cotswoldgate Ventures Limited (the "Company")

Date of creation of the charge

17 July 2009

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

Debenture containing fixed and floating charges (the "Debenture")

Amount secured by the mortgage or charge

All or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to BoS by the Company, whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor or cautioner), including any money and liabilities of the Company to a third party which have been assigned or novated to or otherwise vested in BoS and including interest, discount, commission and other lawful charges or expenses which BoS may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded according to the usual BoS rates and practice (or otherwise agreed in writing) after as well after as before any demand made or judgment or decree obtained under or in relation to the Debenture.

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

Bank of Scotland plc ("BoS") of 1st Floor, 1 Lochrin Square, 92 Fountainbridge, Edinburgh, EH3 9QA

Presenter's name, address and reference
(if any):

Eversheds LLP
Central Square South
Orchard Street
Newcastle upon Tyne
NE1 3XX
Ref: Shallej/102309.010762

Time critical reference

For Official Use
Mortgage section

Post Room

SATURDAY



A17

01/08/2009

COMPANIES HOUSE

163

Short particulars of all the property charged

All the undertaking, property and assets of the Company whatsoever and wheresoever, present and future, as specified in the attached Schedule, which also contains covenants by and restrictions on the Company which protect and further define the charges and must be read as one with the charges.

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legibly, preferably
in black bold type
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Particulars as to commission allowance or discount (note 3)

N/A

For BoS

Signed



Date: 29 July 2009

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, e.g. "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

Particulars of a mortgage or charge

Name of Company: Cotswoldgate Ventures Limited

Number of Company: 04941077

SCHEDULE OF CHARGES, COVENANTS AND RESTRICTIONS

contained in a Debenture in favour of BoS dated 17th July 2009 (the "Debenture")

Charges

1. by way of legal mortgage all estates or interests in the freehold and leasehold property described in the Schedule of the Debenture together with all present and future buildings and fixtures (including trade and tenant's fixtures), which are at any time on or attached to the property;
2. by way of a fixed charge all estates or interests in any freehold or leasehold property belonging to the Company now or at any time after the date of the Debenture (other than property charged in terms of paragraph 1 above) together with all buildings and fixtures (including trade and tenant's fixtures), which are at any time on or attached to the property;
3. by way of fixed charge all present and future interests of the Company in or over land or the proceeds of sale of it land and all present and future licences of the Company to enter upon or use land;
4. by way of fixed charge the benefit of all other agreements relating to land to which the Company is or may become party or otherwise entitled;
5. by way of fixed charge all plant and machinery of the Company now or in the future attached to property which is charged by paragraphs 1 to 4 above;
6. by way of fixed charge all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights, money or property of a capital nature at any time accruing or offered in relation to them, whether by way of bonus, consolidation, conversion, exchange, option, reference, return of capital or otherwise;
7. by way of fixed charge all rights, money or property of an income nature at any time accruing or payable in relation to the stocks, shares and other securities charged by paragraph 6 above, whether by way of dividend, distribution, interest or otherwise;
8. by way of fixed charge all rights and interests in and claims under insurance contracts or policies now or in the future held by or insuring to the benefit of the Company which relate to Fixed Charge Assets (as defined below) (including all money payable under such contracts and policies);
9. by way of fixed charge all rights and interest and claims under all other insurance or assurance contracts or policies now or in the future held by or insuring to the benefit of the Company (including all money payable under them);
10. by way of fixed charge all patents, utility models, registered and unregistered trade and service marks, rights in passing off, copyright, registered and unregistered rights in designs and database rights in each case now or in the future held by the Company (whether alone or jointly with others) anywhere in the world and including any extensions and renewals of, and any application for such rights;
11. by way of fixed charge the benefit of all agreements and licences now or in the future entered into or enjoyed by the Company relating to the use or exploitation by or on behalf of the Company in any part of the world of any such rights as are referred to in paragraph 10 above but owned by others;
12. by way of fixed charge all the Company's rights now or in the future in relation to trade secrets, confidential information and know how in any part of the world;
13. by way of fixed charge all present and future book debts of the Company;
14. by way of fixed charge all other present and future debts or monetary claims of the Company against third parties (excluding those charged under paragraphs 8 and 9 above or arising on fluctuating accounts with other Group Companies);
15. by way of fixed charge the benefit of all warranties, instruments, guarantees, charges, pledges, and other security and all other rights and remedies available to the Company in respect of any Fixed Charge Assets;

16. by way of fixed charge all present and future bank accounts, cash at bank and credit balances of the Company (excluding those arising on fluctuating accounts) with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest);
17. by way of fixed charge all rights, money or property accruing or payable to the Company now or in the future under or by virtue of a Fixed Charge Asset except to the extent that such rights, money or property are for the time being effectively charged by fixed charge under paragraphs 1 to 17 above;
18. by way of fixed charge all the Company's goodwill and uncalled capital for the time being; and
19. by way of floating charge all the Assets (as defined below) not effectively otherwise mortgaged, charged or assigned by the Debenture (including, without limitation, any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in paragraphs 2 to 18 above inclusive).

Assignment of Agreements

The Company with full title guarantee hereby assigns as a continuing security for the payment or discharge of the Secured Liabilities in favour of BoS (subject to require the re-assignment of it upon payment or discharge in full of the Secured Liabilities):

1. all the right, title and interest of the Company in and to any interest rate hedging agreements now or in the future entered into with any person; and
2. (insofar as they are capable of being assigned by way of security) all the right, title or interest of the Company in and to any agreement to which the Company is a party except to the extent that it is subject to any fixed charge created under any other provisions of this Debenture.

Conversion into fixed charge

BoS may at any time by notice in writing to the Company immediately convert the floating charge referred to at paragraph 19 above into a fixed charge over any Assets specified in that notice and the floating charge will, without notice from BoS automatically be converted into a fixed charge:-

1. in respect of any Assets which become subject to any step by any third party to take a fixed charge;
2. in respect of any Assets which become subject to any step by any third party to levy any distress, attachment, execution or other legal process against them;
3. in respect of all Assets charged under paragraph 19 if and when the Company ceases to carry on business or to be a going concern; and
4. in respect of all the Assets on the making of an order for the compulsory winding-up of the Company, on the convening of a meeting for the passing of a resolution for the voluntary winding-up of the Company or the taking of any steps (including, without limitation, the making of an application or the giving of any notice) by the Company or any other person for the appointment of an administrator in respect of the Company.

Paragraphs 1 to 4 above will not apply to any Assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to Section 72 of the Insolvency Act 1986 by reason of such automatic conversion and/or solely by reason of the Company obtaining a moratorium or anything done with a view to obtaining a moratorium under the Schedule A1 of the Insolvency Act 2000.

Restriction on charges and disposals

The Company will not without the prior written consent of BoS:

1. create or attempt to create or permit to subsist any right in security, mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or any encumbrance, trust agreement, declaration of trust or trust arising by operation of law over all or any Assets (except in favour of BoS); or
2. sell, transfer, assign, factor, lease or otherwise dispose of or part with possession in any way of all or any of its Assets (other than in terms of a Permitted Disposal); or
3. in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset.

Definitions:

"Assets" means the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company.

"Fixed Charge Asset" means an Asset for the time being comprised within a mortgage, fixed charge or assignment by way of security created by clause 2.1, 2.2, 2.3 of the Debenture or (with effect from the date of its creation) any security created pursuant to clause 2.11 of the Debenture.

"Group Company" means the Parent and each of its Subsidiaries and **"Group Company"** shall be construed accordingly.

"Parent" means Aurelian Property Finance Limited (registered number 04484817) having its registered office at Priory House, Priory Street, Usk, Monmouthshire, NP15 1BJ;

"Permitted Disposal" means:

- (a) the disposal of stock subject only to the floating charge created by clause 2.1.3 of the Debenture on an arm's length basis in the ordinary course of trading;
- (b) disposals of obsolete or redundant assets (other than Fixed Charge Assets, other Assets subject to a fixed charge or security in favour of BoS and any other heritable or leased property in Scotland) which are no longer required for the business of any Group Company;
- (c) disposals of assets (other than Fixed Charge Assets, other Assets subject to a fixed charge or security in favour of BoS and other heritable or leased property in Scotland) in exchange for replacement assets comparable or superior as to type, value and quality.

"Receiver" means an administrative receiver, receiver and manager or other receiver appointed pursuant to the Debenture in respect of the Company or over all or any of the Assets charged by or pursuant to the Debenture.

"Subsidiary" means, in respect of any company, person or entity, any company, person or entity directly or indirectly controlled by such company, person or entity (including any Subsidiary acquired after the date of the Debenture) and **"Subsidiaries"** shall mean all or any of them, as appropriate.



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 4941077

CHARGE NO. 6

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 17 JULY 2009
AND CREATED BY COTSWOLDGATE VENTURES LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO BANK OF SCOTLAND PLC ON ANY ACCOUNT
WHATSOEVER 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 1 AUGUST 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 AUGUST 2009

AS



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES