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

* insert full name
of Company

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.

Pursuant to section 395 of the Companies Act 1985



395

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

For official use

Company number

2

05778803

Name of company

* Mount House (Coach House) Limited (the "Company")

Date of creation of the charge

30 May 2007

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

os
A debenture dated 30 May 2007 ("Debenture") made between the Company and The Governor and the Company of the Bank of Ireland (the "Bank")

Amount secured by the mortgage or charge

a
All obligations whether actual or contingent due, owing, or incurred to the Bank by the Company in whatever currency denominated whether on any banking or other account or otherwise in any manner whatsoever (whether alone or jointly and in whatever style, name or form and whether as principal or surety) including without limitation, all liabilities in connection with foreign exchange transactions, accepting, endorsing or discounting any notes or bills, or under bonds, guarantees, indemnities, documentary or other credits or any instruments whatsoever from time to time entered into by the Bank for or at the request of the Company, and all amounts which may become payable or for which the Company may become liable under the Debenture and together with the interest to date of payment as hereinafter provided, commission, fees, and other charges and all legal and other costs, charges and expenses incurred by the Bank or any receiver in relation to the Company or all or any part of the property, assets and rights for the time being comprised in or subject to the charges contained in the Debenture

CONTINUED AT ADDENDUM 2

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

a
The Governor and Company of the Bank of Ireland whose office is at the 2nd Floor, Interchange Place, 169 Edmund Street, Birmingham

Postcode B3 2TA

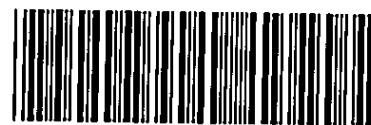
Presentor's name address and
reference (if any)
Bevan Brittan LLP
Fleet Place House
2 Fleet Place
London
EC4M 7RF
Ref ST/POD

Time critical reference

For official Use (02/00)
Mortgage Section

Post room

FRIDAY



LD2

01/06/2007

137

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

- 1) All the freehold or leasehold property described in the Schedule hereto and all buildings, structures, fixtures (including trade fixtures) and fixed plant, machinery and equipment from time to time thereon
- 2) All future freehold and leasehold property of the Company and all buildings, structures, fixtures (including trade fixtures) and fixed plant, machinery and equipment from time to time thereon
- 3) All present and future goodwill and connection of all business carried out by or on behalf of the Company, any patents, trade marks, copyrights, registered designs and similar assets or rights for the time being owned or held by the Company including all fees, royalties and other rights derived therefrom or incidental thereto and any uncalled capital for the time being of the Company

CONTINUED AT ADDENDUM 4

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

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Particulars as to commission allowance or discount (note 3)

None

Signed *Bevan Brittan LLP*

Date 1 June 2007

On behalf of Chargee[†]

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

Notes

[†] delete as appropriate

- 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

Company number

05778803

Name of company

* insert full name
of company

* Mount House (Coach House) Limited

Addendum 1/4

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

Not needed

Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

on a full indemnity basis and also all losses and damages that may be sustained, suffered or incurred by the Bank arising out of or in connection with any act, matter or thing done or omitted to be done by the Company under the Debenture or any document, arrangement or agreement between the Company and the Bank or any disclaimer of any of its contracts, agreements or arrangements or any of its liabilities or obligations to the Bank, and also interest on the foregoing to the date of payment

M395 Continuation

Company number

05778803

Name of company

* insert full name
of company

* Mount House (Coach House) Limited

Addendum 3/4

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

Not needed

Name of company

* insert full name
of company

* Mount House (Coach House) Limited

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

4) All book debts and other debts and all moneys whatsoever for the time being due, owing or payable to the Company, (including the benefit of any judgment or order to pay a sum of money) and the benefit of any mortgages, charges, pledges, liens, rights of set off or any security interest whatsoever, howsoever created or arising, for the time being held by the Company in respect of any such debt or moneys and all cash deposits in any account of the Company with any person and all bills of exchange, promissory notes and negotiable instruments of any description at any time owned or held by the Company

5) All shares and marketable securities and options to acquire such shares and marketable securities for the time being owned by the Company and all rights in respect of or incidental thereto including all dividends, interest and other distributions and all accretions, benefits and advantages

6) All the right, title and interest of the Company to and in any proceeds or any present or future insurances

7) The undertaking and all other property, assets and rights of the Company whatsoever and wheresoever both present and future

(together items 1 - 7 shall be known as the "Charged Property")

The Charge shall as regards the property firstly, secondly, thirdly, fourthly, fifthly and sixthly described is a first fixed charge (and as regards all those parts of the property firstly and secondly described now or hereafter vested in the Company shall constitute a charge by way of legal mortgage thereon) and as to the property seventhly described and to the extent any property, assets and/or rights are not or have ceased to be effectively mortgaged or charged by way of first fixed charge is a floating charge but so that the Company shall not without the consent in writing of the Bank create any mortgage, debenture, charge, pledge or any security interest whatsoever upon and so that no lien or right of set off shall in any case or in any matter arise on or affect any part of the property described above ranking either in priority to or pari passu with the charge created by the Debenture or which will rank after the charge contained in the Debenture

RESTRICTIONS ON CHARGES AND DISPOSALS

The Company has covenanted with the Bank that during the continuation of the Debenture the Company will at all times

- (i) not transfer, sell, lease or otherwise dispose of any interest in the Charged Property or any part thereof not attempt nor agree to do so nor part with possession of nor grant any licence or right to occupy any of the freehold or leasehold property for the time being owned by the Company but so that the Company may dispose of property and assets which are for the time being subject to the floating charge by sale by way of bargain at arm's length in the usual course of the Company's day to day trading,
- (ii) not cause or permit any person to be registered under the Land Registration Acts as proprietor of the freehold or leasehold property for the time being owned by the Company,
- (iii) not vary, surrender, cancel, assign, sublet, charge or otherwise dispose of or permit to be forfeit or permit to be assigned, sublet or charged any lease affecting all or part of the freehold or leasehold property for the time being owned by the Company or agree to do so, whether such lease be the lease under which the Company holds the freehold or leasehold property for the time being owned by the Company or superior to or derived out of the Company's interest therein,
- (iv) not agree to any alteration in any amount payable or receivable by the Company in respect of the freehold or leasehold property for the time being owned by the Company by way of rent,
- (v) not do or permit to be done on the freehold or leasehold property for the time being owned by the Company any act or thing which will or might give rise to any charge to tax which may be or become binding on any successor in title to or person deriving title under the Company,
- (vi) not take and procure that its directors do not take any steps for the appointment of an administrator in respect of the

M395 Continuation

Company number

05778803

Name of company

* insert full name
of company

* Mount House (Coach House) Limited

Company,

(vii) not do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value to the Bank of the security charged

THE SCHEDULE

Property The Coach House, Hilderstone, Staffordshire with registered title number SF382731

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05778803

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 30th MAY 2007 AND CREATED BY MOUNT HOUSE (COACH HOUSE) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND 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 1st JUNE 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7th JUNE 2007

BDW



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES