

**COMPANIES FORM No. 395****Particulars of a mortgage or charge****395**Please do not
write in
this margin

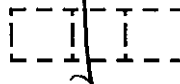
Pursuant to section 395 of the Companies Act 1985

CHA 116Please complete
legibly, preferably
in black type, or
bold block lettering*insert full name
of company

To the Registrar of Companies

For official use

Company number



2970369

Name of company

* English Heritage Trading Limited whose registered office is
at 23 Savile Row, London W1X 1AB (the "**Company**")

Date of creation of the charge

2 April 1998

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

A floating charge dated 2 April 1998 made between the Company and its
successors and the Historic Buildings and Monuments Commission for
England and its successors (the "**Chargee**") (the "**Floating Charge**")

Amount secured by the mortgage or charge

- (i) All moneys, obligations and liabilities now or
hereafter due, owing or incurred by the Company to
the Chargee when the same become due for payment or
discharge.
- (ii) Any statement of account of the Company, signed as
correct by an employee of the Chargee showing the
amount of the Secured Obligations of the Company,
shall in the absence of manifest error be binding
on and against the Company (together (i) and (ii)
are the "**Secured Obligations**").

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

The Historic Buildings and Monuments Commission for England
23 Savile Row
London Postcode W1X 1AB

Presenter's name address and
reference (if any);

Norton Rose
Kempson House
Camomile Street
London EC3A 7AN
Tel: 0171-283 6000

CZD/SRGP/Z861799/axb002.395

For official use
Mortgage Section

Post room



Time critical reference

By way of first floating charge the Company's undertaking and all of the Company's property assets (including all or part of any business, undertaking, real property, personal property, uncalled capital and any rights (whether actual or contingent, present or future) to receive, or require delivery of, or otherwise in respect of any of the foregoing) and rights whatsoever and wheresoever situated both present and future (together the "**Charged Assets**").

Clause 3.2 of the Floating Charge contains a covenant given by the Company that it will not without the prior written consent of the Chargee create or attempt to create or permit to subsist in favour of any person (including an individual, firm, company, corporation, unincorporated body of persons or any state or any of its agencies) other than the Chargee any Encumbrance (as defined below) (except any lien arising by operation of law in the ordinary course of trading over property other than land) on or affecting the Charged Assets or any part thereof.

See continuation Sheet 1, page 4

Particulars as to commission allowance or discount (note 3)

nil

Signed Norton Rose

Date 16/4/98

On behalf of Company Limited (chargee)†

† 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.

Please do not
write in this
binding margin

Particulars of a mortgage or charge (continued)

Continuation sheet No 1
to Form No 395 and 410 (Scot)

CHA 116

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

Company Number

2970369

Name of Company

English Heritage Trading Limited

limited*

* delete if
inappropriate

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

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

Please do not
write in this
binding margin

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

Please do not
write in this
binding margin

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

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

Clause 4.1 of the Floating Charge contains a covenant that the Company shall if and when at any time required by the Chargee execute such further Encumbrances and assurances in favour or for the benefit of the Chargee and do all such acts and things as the Chargee shall from time to time require over or in relation to all or any of the Charged Assets to secure the Secured Obligations or to perfect or protect the Chargee's security over the Charged Assets or any part thereof or to facilitate the realisation of the same.

Clause 8 of the Floating Charge contains an agreement that the obligations of the Company under the Floating Charge shall extend to the ultimate balance from time to time owing in respect of the Secured Obligations and shall be a continuing security notwithstanding any intermediate payment, partial settlement or other matter whatsoever.

"**Encumbrance**" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment by way of security or other security interest of any kind.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02970369

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FLOATING CHARGE DATED THE 2nd APRIL 1998 AND CREATED BY ENGLISH HERITAGE TRADING LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE HISTORIC BUILDINGS AND MONUMENTS COMMISSION FOR ENGLAND UNDER THE TERMS OF THE FLOATING CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 17th APRIL 1998.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st APRIL 1998.

A handwritten signature in ink, appearing to be 'C. J. ...', written over a faint circular stamp.

for the Registrar of Companies

RC
21/4
[Signature]



C O M P A N I E S H O U S E