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CHFP025

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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.

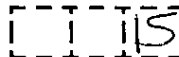
395

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



03761700

Name of company

* Seaford Funding Limited (the "Company")

Date of creation of the charge

22 August 2007

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

Debenture (the "Charge")

Amount secured by the mortgage or charge

1 All the obligations and liabilities of the Borrowers to the Lender of any kind and in any currency (whether present or future, actual or contingent, as principal or surety or incurred alone or jointly with another) and to pay Interest on the amount demanded from the date of demand until payment to the Lender; and

2 The Expenses and Interest on each Expense from the date required to do so by the Lender until payment to the Lender,

(together the "Obligations").

(All definitions are given at Addendum 3 of the Continuation Sheet).

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

Newcastle Building Society, Portland House, New Bridge Street, Newcastle upon Tyne (the "Lender")

Postcode NE1 8AL

Presentor's name address and
reference (if any)

Dickinson Dees LLP
St Ann's Wharf
112 Quayside
Newcastle upon Tyne
NE99 1SB

NFDB/NEW/1/1391

5230214

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room



PMO

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06.09.07 83
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1 The Company with full title guarantee:-

1 1 charges by way of fixed charge all of the Company's beneficial and equitable estate and interest in the Property and the proceeds of sale thereof, together with all buildings, structures and fixtures (including trade and tenant's fixtures) from time to time on or in the Property,

1 2 assigns to the Lender all of the Company's interest in the benefit of all covenants and rights relating to the Property and the benefit of all easements serving or relating to the Property, subject to reassignment on redemption, and

1 3 assigns to the Lender all of the Company's interest in the proceeds of each policy of insurance now and in the future issued in relation to the Property and the other assets charged by the Charge, subject to reassignment on redemption;

(together the "Charged Property").

(continued at Addendum 4 of the Continuation Sheet)

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this margin

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed Dickinson Dees LLP

Date 5/9/2007

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ [chargee] †

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

† delete as
appropriate

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**

03761700,

Name of company

*insert full name
of Company

* Seaford Funding Limited (the "Company")

Addendum 1/4

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

Addendum 2/4

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

Addendum 3/4

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

In this Form 395 the following words and phrases have the following meanings -

"Administrator" means an administrator appointed under the Insolvency Act 1986;

"Borrowers" means Milldell Ltd (CN 04758921) and Tennysonville Ltd (CN 04928438),

"Encumbrance" includes any mortgage, charge (fixed or floating), pledge, lien and any other arrangement or interest (whether by way of assignment, trust, title retention or otherwise) which has the effect of creating security or payment priority,

"Expenses" means

- (a) any charges which the Lender may from time to time charge to the Borrowers in the ordinary course of the Lender's business in respect of the Obligations or any service provided by the Lender to the Borrowers in accordance with the Lender's standard charges as published from time to time,
- (b) any premiums (including those relating to insurance), costs, fees and expenses (including all fees and expenses of legal advisers and valuers) incurred from time to time by the Lender, Administrator or any Receiver under the Charge and which are repayable by the Borrowers,
- (c) all expenses incurred by an Administrator of a Borrower in carrying out his statutory functions and that Administrator's remuneration,
- (d) any premiums, costs, fees, charges and expenses incurred by the Lender or any Receiver in connection with anything done to protect the security created by the Charge, to exercise any of their powers or to obtain possession of or sell or deal with the Charged Property, and
- (e) any costs or charges of the Lender in connection with the granting of any waiver, variation or consent sought by the Borrowers and/or the approval of any insurance policy or other document required to be produced to the Lender;

together with value added tax upon such sums where appropriate

"Interest" interest at the highest rate from time to time agreed between the Lender and the Borrowers,

Company number

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"Property" means all the freehold and leasehold property of the Borrowers from time to time; and

"Receiver" means any person(s) appointed as receiver, administrative receiver, manager or receiver and manager and any person who is substituted for any such person

Addendum 4/4

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

N.B. The Company will not without the Lender's prior written consent create or permit to arise or continue any Encumbrance affecting the Charged Property or increase or extend any liability of the Company secured on any of the Charged Property.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 03761700

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 22nd AUGUST 2007 AND CREATED BY SEAFORD FUNDING LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO NEWCASTLE BUILDING SOCIETY 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 6th SEPTEMBER 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th SEPTEMBER 2007

p.a



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES