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in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

105 690 / 182

395

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

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

For official use

Company number

[6][1][1][1]

05304860

Name of company

* CFC 26 Limited (the "Chargor")

Date of creation of the charge

4 December 2007

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

Assignment of Rents (the "Assignment")

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Chargor to the Secured Parties, except for any obligation or liability which, if it were so included, would result in the Assignment contravening any law together with all costs, charges and expenses incurred by the Lender in connection with the protection, preservation or enforcement of its rights under the Assignment or any deed or document evidencing or securing any such liabilities (the "Secured Obligations")

For a list of definitions please see continuation sheet 1

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

Abbey National plc (registered number 02294747) having its registered office at Abbey National House, 2 Triton Square, Regents Place, London as security trustee for the Secured Parties in accordance with the terms of the Security Trust Deed (the "Security Trustee")

Postcode NW1 3AN

Presenter's name address and
reference (if any)

Maclay Murray & Spens LLP
One London Wall
London
EC2Y 5AB

HGAM/ABB/0015/00032

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

WEDNESDAY



ABRFCVMK

A18

19/12/2007

86

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see continuation sheet 1.

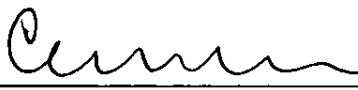
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legibly, preferably
in black type, or
bold block
lettering**

Particulars as to commission allowance or discount (note 3)

Nil

Signed **FOR AND ON BEHALF OF**
MACLAY MURRAY & SPENS LLP

 Date **14 December 2007**

On behalf of ~~XXXXXXXX~~ [mortgagee/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**

Continuation sheet

To the Registrar of Companies

Name of company

Company number

CFC 26 Limited (the "Chargor")

05304860

Short particulars of all the property mortgaged or charged:

1 ASSIGNMENT

As security for the Secured Obligations, the Chargor with full title guarantee hereby irrevocably assigns to the Security Trustee its whole right, title and interest in and to all the Assigned Rights

2 UNDERTAKINGS

The Chargor hereby undertakes that for so long as it remains under any obligation to the Security Trustee in respect of the Secured Obligations it shall -

2 1 not without the Security Trustee's prior written consent create or permit to exist any Security Interest (other than in favour of the Security Trustee as security for the Secured Obligations) on or against any or all of the Assigned Rights, and

2 2 not without the Security Trustee's prior written consent (such consent not to be unreasonably withheld) permit any assignment, assignation or other dealing or Security Interest whatsoever to occur (other than in favour of the Security Trustee as security for the Secured Obligations) in connection with the Tenant's rights or obligations under the Lease

3 FURTHER ASSURANCE

The Chargor hereby agrees that at any time and from time to time, upon the written request of the Security Trustee, the Chargor will (at its own expense) promptly and duly execute and deliver any and all such further instruments and documents and do all such other things as the Security Trustee may deem reasonably necessary or desirable for the purpose of obtaining the full benefit of the Assignment and of the powers granted pursuant to the Assignment

For the purpose of this Form 395:

“Assigned Rights”	means all the rights, titles, benefits and interests, whether present or future, of the Chargor to the Rents or sums equivalent to the Rents including the right to receive the same and the full benefit of any guarantee or security for the performance thereof now or at any time hereafter given together with all claims, actions and damages arising in connection therewith and any proceeds of the foregoing,
“Leases”	means all of the leases specified in Part 1 of the Schedule to the Assignment in respect of the Properties (and each one a “Lease”) and any other lease or leases (including any agreements for lease) affecting the Properties or any part thereof from time to time together with any other documents affecting the Assigned Rights which expression shall extend to and include the whole or any part thereof and any amendment, variation, substitution or extension thereof,
“Lender”	means Abbey National plc (Company Number 02294747) having its registered office at Abbey National House, 2 Triton Square, Regents Place, London NW1 3AN,
“Properties”	means all of the freehold and leasehold properties of the Chargor specified in Part 2 of the Schedule to the Assignment,
“Rents”	means all moneys from time to time due, owing or incurred to the Chargor under the Lease or Leases including sums due to the Chargor by way of insurance contributions, service charge, payments to sinking funds or any VAT thereon;
“Security Interest”	means any mortgage, charge, pledge, hypothecation, title retention, lien, assignment or assignment by way of security or other agreement or arrangement having the effect of conferring security,
“Security Trust Deed”	means the security trust deed dated 16 November between, among others, the Seacourt Developments Limited and the Security Trustee, and
“Tenant”	means the tenant or tenants from time to time under any Lease including, without limitation, the tenant or tenants specified in Part 1 of the Schedule to the Assignment

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 05304860

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ASSIGNATION OF RENTS DATED THE 4th DECEMBER 2007 AND CREATED BY CFC 26 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE SECURED PARTIES 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 19th DECEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27th DECEMBER 2007

A handwritten signature in black ink, appearing to be 'R. B.' or similar.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES