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in black type or
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* Insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

**A fee of £10 is payable to Companies House in respect of
each register entry for a mortgage or charge.**

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

Name of company

* CNC ESTATES LIMITED (THE "CHARGOR")

Date of creation of the charge

22 April 2005

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

ASSIGNATION OF RENTS (THE "CHARGE")

Amount secured by the mortgage or charge

THE LIABILITIES

SEE PAPER APART 1 FOR DEFINITIONS

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

THE ROYAL BANK OF SCOTLAND as Agent of and Security Trustee
for itself and for the benefit of the Finance Parties
LEVEL 8, 135 BISHOPGATE, LONDON
(the "Security Trustee")

Postcode EC2M 3UR

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

Dundas & Wilson CS LLP
Saltire Court
20 Castle Terrace
Edinburgh
EH1 2EN

Time critical reference

KAY/JXH/CLP/RBS001.1450

For official use
Mortgage section



A03
COMPANIES HOUSE

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0438
30/04/05

Com 395-1/2

Short particulars of all the property mortgaged or charged

SEE PAPER APART 2 (CLAUSE 3)

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in black type or
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A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

Particulars as to commission allowance or discount (note 3)

N/A

Signed

David Smith CS LLP

Date 25 April 2005

On behalf of ~~[company]~~ [mortgagee/chargee]*

*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. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF4 3UZ.

This is the Paper Apart 1 referred to in the foregoing Companies House Form 395 relative to the Assignment of Rents (the "Charge") granted by CNC Estates Limited (the "Chargor") in favour of The Royal Bank of Scotland plc, as Agent of and Security Trustee for itself and for the benefit of the Finance Parties (the "Security Trustee") dated 14 March 2005 and created on 22 April 2005

In Paper Apart 1 and 2, the following definitions shall apply:-

"Additional Borrower" means a company which becomes an Additional Borrower in accordance with Clause 26 (*Changes to the Obligors and Security*) of the Facility Agreement.

"Additional Guarantor" means a company which becomes an Additional Guarantor in accordance with Clause 26 (*Changes to the Obligors and Security*) of the Facility Agreement.

"Agent" means the Security Trustee;

"Amendment and Restatement Agreement" means the agreement dated 15th December 2004, pursuant to which the Facility Agreement is amended and restated;

"Arranger" means the Security Trustee;

"Assignment of Rents" means any assignment of rent entered into or to be entered into by an Obligor in favour of the Security Trustee in respect of a Property located in Scotland

"Borrower" means an Original Borrower or an Additional Borrower;

"Company" means Armworth House Limited, a company incorporated in Jersey with registered number 85350;

"Debenture" means the fixed and floating security document dated 16 December 2004 between the Original Obligors as chargors and the Security Trustee;

"Deed of Priority" means the deed of priority entered into or to be entered into between the Security Trustee, the Welsh Development Agency and CNC South Wales Limited in respect of Baglan Industrial Estate;

"Duty of Care Agreement" means any duty of care agreement entered into or to be entered into between the Obligors, the Managing Agent and the Security Trustee in relation to the management of a Property;

"Existing Debenture" means the fixed and floating security document dated 11 July 2000 between the Obligors named therein and the Security Trustee;

"Facility Agreement" means a £100,000 credit agreement dated 19 May 2000 among *Property Acquisition & Management Limited as the Parent, the Original Guarantors and Original Lenders* listed in that agreement and The Royal Bank of Scotland plc as Arranger, Facility Agent and Security Agent, as amended and restated pursuant to an Amendment and Restatement Agreement dated on or around 16 December 2004 as such Facility Agreement may be supplemented, amended, extended, renewed or replaced from time to time;

"Fee Letter" means any letter or letters dated 16 December 2004 between, as the case may be, the Arranger and the Company or the Agent and the Company or the Security Trustee

and the Company setting out any of the fees referred to in Clause 12 (*Fees*) of the Facility Agreement.

"Finance Document" means

- a) the Facility Agreement;
- b) the Amendment and Restatement Agreement;
- c) a Duty of Care Agreement;
- d) a Fee Letter;
- e) a Hedging Document;
- f) a Security Document;
- g) the Deed of Priority;
- h) a Transfer Certificate;
- i) any Overdraft Documents,

and any other document designated as such by the Agent and the Company.

"Finance Party" means the Agent, the Security Trustee, the Hedging Bank, the Arranger, a Lender or the Overdraft Bank;

"Guarantor" means an Original Guarantor or an Additional Guarantor;

"Hedging Bank" means the Security Trustee;

"Hedging Document" means the documents entered into between an Obligor and the Hedging Bank, for the purpose of hedging or fixing the interest payable by the Borrowers under the Facility Agreement.

"Leases" means

1. Lease between The Norwich Union Life Insurance Society (1) and Booker Belmont Wholesale Limited (2) dated 28 October 1982 and 8 November 1982 and registered in the Books of Council and Session on 24 November 1982.
2. Lease between Beacontree Estates Limited (1) and Golden Casket (Greenock) Limited (2) dated 3 October 1995 and registered in the Books of Council and Session on 22 September 1998.
3. Lease between Ardencaple Properties Limited (1) and George Barclay & Sons (Dairymen) Limited (2) dated 15 May 1991 and 5 July 1991 and registered in the Books of Council and Session on 16 August 1991.
4. Lease between BEacontree Estates Limited (1) and MR Eddie Devlin t/a Eddie Devlin Motor Engineers (2) dated 13 February 1997.
5. Lease between CNC Estates Limited (1) and Elaine Lamont t/a First Thoughts Floral Design (2) dated 9 September 2004 and 13 September 2004.
6. Lease between CNC Estates Limited (1) and Mr Neil Paton Esq. (2) dated 21 June 2004 and 29 June 2004.
7. Lease between CNC Estates Limited (1) and Golden Casket (Greenock) Limited dated 13 October 2004 and 19 October 2004.
8. Lease between CNC Estates Limited (1) and William G. Paterson t/a Inverclyde Engineering Services (2) dated 27 August 2003.

9. Lease between CNC Estates Limited (1) and James Watt College of Further & Higher Education (2) dated 8 August 2001 and registered in the Books of Council and Session on 22 August 2001.
10. Lease between Beacontree Estates Limited (1) and ACC Products Limited (2) dated 2 July 1997.

Lender" means:

- (a) any Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 25 (*Changes to the Lenders*),

which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement.

"Liabilities" means all present and future moneys, debts and liabilities due, owing or incurred by an Obligor to any Finance Party under or in connection with any Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety, guarantor or otherwise);

"Managing Agent" means Collins Stewart Property Fund Management Limited, as managing agent of the Properties;

"New Property" means a property listed in Schedule 8 (*New Properties*) to the Facility Agreement as more particularly described in the relevant Security Document'

"Obligor" means Borrower, a Guarantor or an Overdraft Borrower;

"Occupational Lease" means any lease or licence or other right of occupation to which the Property may be subject from time to time;

"Original Borrower" means an Original Overdraft Borrower and any other Borrower agreed between the Company and the Overdraft Bank;

"Original Guarantors" means the subsidiaries of the Company listed in Part I of Schedule 1 to the Facility Agreement as original guarantors (together with the Company);

"Original Lenders" means the financial institutions in Part II of Schedule 1 to the Facility Agreement as lenders;

"Original Obligors" means an Original Borrower, an Original Guarantor or an Original Overdraft Borrower.

"Original Overdraft Borrowers means the subsidiaries of the Company listed in Part I of Schedule 1 to the Facility Agreement as overdraft borrowers;

"Overdraft Bank" means the Security Trustee;

"Overdraft Borrower" means an Original Overdraft Borrower and any other Borrower agreed between the Company and the Overdraft Bank;

"Overdraft Document" means the overdraft agreement and unlimited intercompany guarantee and any bank account mandate and related standard terms of banking business or overdraft facility letter entered into between the Overdraft Borrowers and the Overdraft Bank in respect of the Overdraft Facility;

"Overdraft Facility" means the overdraft facility made available by the Overdraft Bank in accordance with Clause 6 (*Overdraft Facility*) of the Facility Agreement;

"Party" means a party to the Facility Agreement;

"Property" means an Original Property or a New Property but not any Property which has been released from any Security pursuant to Clause 26.5 (*Release of Security*) of the Facility Agreement;

"Rental Income" means the aggregate of all amounts payable to or for the benefit or account of an Obligor arising from or in connection with the letting, use or occupation of a Property (or any part of a Property), including (without limitation and without double counting):

- a) rents, licence fees and equivalent sums reserved or made payable;
- b) sums received from any deposit held as security for the performance of any tenant's obligations;
- c) any premium paid on the amount of any Occupational Lease;
- d) any other monies payable in respect of use and/or occupation;
- e) proceeds of insurance in respect of loss of rent;
- f) receipts from or the value of consideration given for the surrender or variation of any letting;
- g) proceeds paid by way of reimbursement of expenses incurred or on account of expenses to be incurred in the management, maintenance and repair of, and the payment of insurance premiums for, a Property;
- h) proceeds paid for a breach of covenant under any Occupational Lease and for expenses incurred in relation to any such breach;
- i) any contribution to a sinking fund paid by an occupational tenant;
- j) payments from a guarantor in respect of any of the items listed in its definition;
- k) interest, damages or compensation in respect of any of the items in this definition; and
- l) any value added tax on any sum mentioned in this definition.

"Security" means a mortgage, charge, pledge, lien, standard security, assignation in security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

"Security Document" means:

- (a) the Debenture;
- (b) the Existing Debenture
- (c) a Standard Security;
- (d) an Assignation of Rent; and
- (e) any other security document that may at any time be given as security for any of the Liabilities pursuant to or in connection with any Finance Document.

"Standard Security" means a standard security entered into or to be entered into by an Obligor in favour of the Security Trustee in respect of a Property located in Scotland;

"Transfer Certificate" means a certificate substantially in the form set out in Schedule 5 (*Form of Transfer Certificate*) of the Facility Agreement or a recommended form of the LMA or any other form agreed between the Agent and the Company

This is the Paper Apart 2 referred to in the foregoing Companies House Form 395 relative to the Assignment of Rents (the "Charge") granted by CNC Estates Limited (the "Chargor") in favour of The Royal Bank of Scotland plc, as Agent of and Security Trustee for itself and for the benefit of the Finance Parties (the "Security Trustee" dated 14 March 2005 and created on 22 April 2005

3. Assignment in Security

- 3.1 In security of the due and punctual payment and performance by the Chargor of the Liabilities, the Chargor hereby assigns to the Security Trustee free of all liens, charges and other encumbrances, rights of set-off and counter-claim competent to the Chargor, the Chargor's whole right, title, interest and benefit in and to the Rental Income and all rental deposits and guarantees held pursuant or supplemental to the Leases.
- 3.2 The Chargor undertakes to the Security Trustee to use all reasonable endeavours to procure payment of rent and other sums on the due dates under the Leases and to take all reasonable and proper steps to obtain payment of the same and any interest thereon as soon as possible thereafter.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02509349

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ASSIGNATION OF RENTS DATED THE 22nd APRIL 2005 AND CREATED BY CNC ESTATES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM AN OBLIGOR TO ANY FINANCE PARTY 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 30th APRIL 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6th MAY 2005.

Per



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —