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*Insert full name
of company

COMPANIES FORM No. 395 *Barclays t20x2 101553*

Particulars of a mortgage or charge

A fee of £10 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

73

1011674

Name of company

SUFFOLK LIFE ANNUITIES LIMITED

Date of creation of the charge

18 August 2000

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

Deed of Assignment

Amount secured by the mortgage or charge

All moneys, obligations and liabilities whatsoever which may now or at any time in the future be due owing or incurred by Suffolk Life Annuities Limited and any company from time to time which is a holding company or subsidiary of Suffolk Life Annuities Limited and any subsidiary undertaking or associate of any such company ("Group Member") to Norwich Union Mortgage Finance Limited as Trustee for itself and the other Lenders ("Trustee") or the Trustee, Norwich Union plc and any company which is or becomes a holding company of any such company or subsidiary or associate of any such company or holding company which lends or has lent to, or is at any time owed moneys by, any Group Member ("Lenders") or for or in respect of which any Group Member may be liable to the Trustee or any Lenders whether present or future, actual or contingent on any account whatsoever and in any manner whatsoever.

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

Norwich Union Mortgage Finance Ltd

PO Box 21, Surrey Street

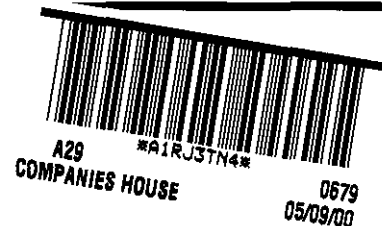
Norwich

Postcode NR1 3NJ

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

Norwich Union Mortgage Finance Limited
DX 84904
Norwich 3
MFL/CML/LAC/SUFFOLK

For official use
Mortgage Section



Time critical reference

Short particulars of all the property mortgaged or charged

1. By Clause 2 of the Assignment the Company with full title guarantee assigned by way of security to the Trustee all the rights, titles, benefits and interests and whether present or future of the Company to all monies from time to time due owing or incurred to the Company under the Occupational Lease/s in respect of Prospect House and being 1 to 15 (odd numbers) Junction Road, Burgess Hill, West Sussex title WSX98510 ("the Lease/s") other than sums receivable by the Company by way of insurance contributions, service charge, payments to sinking funds or any VAT thereon including the right to receive the same and full benefit of any guarantee or security for the performance thereof now or at any time thereafter given together with all claims, causes of action and damages arising in connection therewith and any proceeds of the forgoing ("the Assigned Rights")
2. By Clause 3(a) of the Assignment it is provided that the Company shall execute a charge over any collection account if so required and ensure that the Rents are paid direct from the Lessee into such collection account or otherwise as directed from time to time by the Trustee
3. By Clause 3(d) of the Assignment it is provided that the Company shall not without the Trustees prior written consent grant or permit to arise any other assignment, mortgage, charge, pledge or lien or other encumbrance on or against any or all of the Assigned Rights and/or any of the property, assets or undertaking of the Company whatsoever and wheresoever situated
4. By Clause 3(e) of the Assignment it is provided that the Company shall not without the Trustees prior consent sell, transfer, lease or otherwise dispose of, whether by single transaction or a number of transactions (related or not) the whole or any part of the Company's business or assets nor incur any liabilities or obligations so to do (whether actual or contingent) to any person
5. By Clause 3(f) of the Assignment it is provided that the Company shall not without the Trustees prior written consent (such consent not to be unreasonably withheld) permit any assignment or other dealing or encumbrance whatsoever to occur in connection with the Lessee/s rights or obligations under the Lease/s

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Particulars as to commission allowance or discount (note 3)

Nil

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

Signed

P. C. Holder

Date 4 September 2000

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:-

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01011674

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT DATED THE 18th AUGUST 2000 AND CREATED BY SUFFOLK LIFE ANNUITIES LIMITED FOR SECURING ALL MONIES OBLIGATIONS AND LIABILITIES WHATSOEVER WHICH MAY NOW OR AT ANY TIME IN THE FUTURE BE DUE OWING OR INCURRED BY SUFFOLK LIFE ANNUITIES LIMITED AND ANY COMPANY FROM TIME TO TIME WHICH IS A HOLDING COMPANY OR SUBSIDIARY OF SUFFOLK LIFE ANNUITIES LIMITED AND ANY SUBSIDIARY UNDERTAKING OR ASSOCIATE OF ANY SUCH COMPANY (GROUP MEMBER) TO NORWICH UNION MORTGAGE FINANCE LIMITED AS TRUSTEE FOR ITSELF AND THE OTHER LENDERS (TRUSTEE) ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 5th SEPTEMBER 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6th SEPTEMBER 2000.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



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