



COMPANIES FORM No. 395

## 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.**

# 395

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

0119

02564119

Name of company

Acrefield Investments Limited

Date of creation of the charge

7 July 2004

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 Acrefield Investments Limited and Acrefield Estates Limited and any company from time to time which is a holding company or subsidiary of Acrefield Investments Limited and Acrefield Estates Limited and any subsidiary undertaking or associate of any such company from time to time which has an obligation to any Lender in relation to the Indebtedness ("Group Member") to Norwich Union Mortgage Finance Limited ('Trustee'), Aviva 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 ("Lender") or for or in respect of which any Group Member may be liable to the Trustee or any Lender whether present or future, actual or contingent on any account whatsoever and in any manner whatsoever, as principal or surety and whether alone or jointly with any other party or parties, including, without limitation, interest, legal and other costs, charges and expenses ('Indebtedness').

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

Norwich Union Mortgage Finance Ltd

Sentinel House, 37 Surrey Street  
Norwich, Norfolk

Postcode NR1 3UY

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

Norwich Union Mortgage Finance Limited  
DX 84904  
Norwich 3  
MFL/CML/mb/acre

For official use  
Mortgage Section



A06  
COMPANIES HOUSE

0671  
21/07/04

Time critical reference

## Short particulars of all the property mortgaged or charged

Please do not  
write in  
this margin

1. By way of security all the rights, titles, benefits and interests, whether present or future, of the Company ~~to all moneys~~ from time to time due owing or incurred to the Company under the Leases in respect of 10 to 16 Botchergate Carlisle Cumbria ('the Lease') other than sums receivable by the Company by way of insurance contributions service charge, payments to sinking funds or any VAT payable thereon ('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, causes of action and damages arising in connection therewith and any proceeds of the forgoing are assigned to the Trustee (the "Assigned Rights"). 75
2. By Clause 3(a) of the Assignment it is provided that the Company shall if the Trustee so requires ensure that the Rents are paid direct from the Lessee into a designated account (the "Collection Account") or otherwise as directed by the Trustee from time to time and execute a charge over the Collection Account.
3. By Clause 3(d) of the Assignment it is provided that the Company shall not without the Trustee's prior written consent create or permit to exist any mortgage, standard security, pledge, lien, hypothecation, title retention, charge, assignment or assignation by way of security or other agreement or arrangement having the effect of conferring security (other than in favour of the Trustee as security for the Indebtedness) ('Encumbrance') on or against any or all of the Assigned Rights and/or any of the property assets or undertaking of the Company whatsoever or wheresoever situated
4. By Clause 3(e) of the Assignment it is provided that the Company shall not without the Trustee's prior written consent sell, transfer, lend, lease or otherwise dispose of, whether by single transaction or a number of transactions (related or not) the whole or a substantial part of the Company's undertaking, business, property 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.

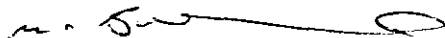
Please complete  
legibly, preferably  
in black type or  
bold block  
lettering

## 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



Date 16 July 2004

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, e.g. "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. 02564119

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT DATED THE 7th JULY 2004 AND CREATED BY ACREFIELD INVESTMENTS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND ACREFIELD ESTATES LIMITED TO NORWICH UNION MORTGAGE FINANCE LTD 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 21st JULY 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23rd JULY 2004.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —