

# M

Please do not  
write in  
this margin

CHA 116

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

# 395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number



2564119

Name of company

\* Acrefield Investments Limited

Date of creation of the charge

4 November 1998

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

Assignment by way of Charge

Amount secured by the mortgage or charge

All monies, obligations and liabilities whatsoever which may now or at any time in the future be due owing or incurred by Acrefield Limited and any company from time to time which is a holding company or subsidiary of Acrefield Limited (any subsidiary undertaking or associate of any such company) (each a "Group Member") to Norwich Union Mortgage Finance Limited (the "Trustee") and any company which is or becomes a holding company of the Trustee or subsidiary or associate of the Trustee or any holding company of the Trustee which lends or has lent to, or is at any time owed monies by, any Group Company (each a "Lender") or for or in respect of which any Group Company 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 Limited  
PO Box 21  
Surrey Street  
Norwich NR1 3NJ

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

Dibb Lupton Alsop  
117 The Headrow  
Leeds LS1 5JX  
DX 12017  
LEEDS 1

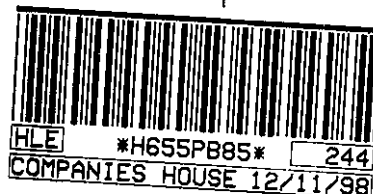
ABC/TWL/35823/166

Time critical reference  
ABC

For official use

Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

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 following leases:

1. Lease of Factory Unit P, Lyon Way, Hatfield Road, St Albans dated 18 September 1998 made between Acrefield Investments Limited (1) and D C Cook Holdings Plc (2)

("the Leases") (other than the sums due to the Company by way of insurance rent or service charge or any VAT payable to the Company 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").

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

None

Signed

*Dibb Lupton Alsop*

Date 12 November 1998

On behalf of ~~[company]~~ [mortgagee/chargee]<sup>†</sup>

Dibb Lupton Alsop

<sup>†</sup> 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.

Please do not  
write in this  
binding margin

# Particulars of a mortgage or charge (continued)

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

CHA 116

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

Company Number

2564119

Name of Company

Acrefield Investments Limited

Limited\*

\* delete if  
inappropriate

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

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

Please do not  
write in this  
binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

**Note:**

1. By Clause 3(a) of the Assignment it is provided that the Company shall ensure that all monies from time to time due, owing or incurred to the Company under the Lease other than sums due to the Company by way of insurance, rent or service charge or any VAT payable to the Company thereon are paid direct from the lessee to the Trustee when directed by the Trustee to do so.

2. By Clause 3(d) of the Assignment it is provided that the Company shall not 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.

3. By Clause 3(e) of the Assignment it is provided that the Company shall not without the Trustee's prior consent sell, transfer, lend 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 (whether actual or contingent) to any person.

4. By Clause 3(f) of the Assignment it is provided that the Company shall not without the Trustee's prior written consent (such consent not to be unreasonably withheld) permit any assignment or other dealing or encumbrance whatsoever occur in connection with the lessee's rights or obligations under the Lease.

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

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 AN ASSIGNMENT BY WAY OF CHARGE DATED THE 4th NOVEMBER 1998 AND CREATED BY ACREFIELD INVESTMENTS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ACREFIELD LIMITED AND ANY COMPANY FROM TIME TO TIME WHICH IS A HOLDING COMPANY OR SUBSIDIARY OF ACREFIELD 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 MORTGAGE FINANCE LIMITED ANY COMPANY WHICH IS OR BECOMES A HOLDING COMPANY OF ANY SUCH COMPANY OF SUBSIDIARY OR ASSOCIATE OF ANY SUCH COMPANY OR HOLDING COMPANY WHICH LENDS OR HAS LENT TO, OR IS AT ANY TIME OWED MONIES BY, ANY GROUP MEMBER ("LENDERS") OR FOR OR IN RESPECT OF WHICH ANY GROUP MEMBER MAY BE LIABLE TO THE TRUSTEE OR ANY LENDERS ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 12th NOVEMBER 1998.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16th NOVEMBER 1998.

*W. Grandon*  
W. GRANDON

for the Registrar of Companies

*P*  
*16/11*  
*R*



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