

Please do not write in this margin

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

*Insert full name of company

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.

Pursuant to section 395 of the Companies Act 1985

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

Name of company

For official use

Company number

3691121

Date of creation of the charge

*Little Balmer Limited

25 March 1999

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 Little Balmer Limited and any company from time to time which is a holding company or subsidiary of Little Balmer Limited and any subsidiary undertaking or associate of any such company ("Group Member") to Norwich Union Mortgages (Life) 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 Mortgages (Life) Limited

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/PR/Little Balmer

For official use Mortgage Section

Post room



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Time critical reference

Short particulars of all the property mortgaged or charged

CHA238

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 11 Little Balmer, Buckingham Industrial Estate, Buckingham ("the Lease/s") 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

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 by
the Lender

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

- 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
- 4. By Clause 3(e) of the Assignment it is provided that the Company shall not without the Lenders 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
- 5. By Clause 3(f) of the Assignment it is provided that the Company shall not without the Lenders 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/s

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Producy

Date 12 April 1999

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

* Delete as appropriate

charge.

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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.
- 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. 03691121

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT DATED THE 25th MARCH 1999 AND CREATED BY LITTLE BALMER LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO NORWICH UNION MORTGAGES (LIFE) LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 13th APRIL 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14th APRIL 1999.

Je Je



