

# 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 *Barclays £20.00*  
*101 747*  
**Particulars of a mortgage or charge**



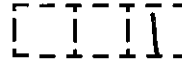
# 395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number



4017110

Name of company

\* Arkfield Limited ("Initial Chargor")

Date of creation of the charge

6 October 2000

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

Deed of Legal Charge ("Legal Charge") dated 6 October 2000 made between  
(1) the Initial Chargor (2) The Chargors (3) Aubrey Weis ( the  
"Beneficial Owner") and (4) Norwich Union Mortgage Finance Limited  
("Trustee")

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 any Group Member (as  
defined below) to the Trustee or any Lender (as defined below) 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")

SEE CONTINUATION SHEET 1, PAGE 2

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):

DLA  
Princes Exchange  
Princes Square  
Leeds  
LS1 5JX

LAW/TWL/58250/25

Time critical reference  
LAW

For official use  
Mortgage Section

Post room



HLE  
COMPANIES HOUSE

0209  
13/10/00

1. As security for the payment and discharge of its obligations and in respect of the Indebtedness each Chargor (as defined below) with full title guarantee, and to the intent that the security created shall rank as a continuing security, charges to the Trustee:

a) by way of legal mortgage the Property (as defined below);

b) by way of fixed charge, all moneys from time to time deposited with the Trustee on the terms set out in Schedule 6 to the Legal Charge; and

c) by way of floating charge, such of its Undertaking (as defined below) which is not otherwise from time to time effectively assigned, mortgaged or charged pursuant to 1(a), 1(b) or 3.

2. The Beneficial Owner with limited title guarantee and to the intent that the security created shall rank as a continuing security hereby charges to the Trustee by way of legal mortgage all any any of his right title interest and benefit in the Property (as defined below) as a continuing security for the Indebtedness.

PLEASE SEE CONTINUATION SHEET 1, PAGE 4

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)

Nil

Signed

DLA

Date 12 October 2000

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

† 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

4017110

Name of Company

Arkfield Limited ("Initial Chargor")

Limited\*

\* delete if  
inappropriate

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

"Borrowing Group" means Arkfield Limited and any company from time to time which is a holding company or subsidiary of Arkfield Limited and any subsidiary undertaking or associate of any such company;

"Group Member" means each member of the Borrowing Group (as defined above) (including the Initial Chargor) from time to time which has an obligation to any Lender in relation to the Indebtedness; and

"Lender" means 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.

**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

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

3. As security for the payment and discharge of its obligations and in respect of the Indebtedness, each Chargor with full title guarantee hereby assigns absolutely and agrees to assign absolutely to the Trustee (subject to re-assignment on discharge of the Indebtedness) all rights and claims to which the Chargor is now or may hereafter become entitled in relation to the Property.

"Chargor" means any company (including the Initial Chargor) which shall have granted or otherwise provided any Encumbrance (as defined below) in favour of the Trustee over any of its assets under or pursuant to the Legal Charge or any deed supplemental thereto, and which shall not for the time being have ceased to be a Chargor pursuant to the provisions of the Legal Charge, the original Chargors being Arkfield Limited of 1 Allandale Court, Waterpark Road, Salford, Greater Manchester, M7 4JL and Aubrey Weis of 66 Waterpark Road, Salford, Greater Manchester, M7 4JL;

"Encumbrance" means any mortgage, standard security, pledge, hypothecation, title retention, lien, charge, assignment by way of security or other agreement or arrangement having the effect of conferring security;

"Property" means as to the legal interest in the freehold land and buildings being 3-13 London Street, Reading, Berkshire registered at H M Land Registry with title number BK281843 and as to the beneficial interest in the freehold land and buildings being 3-13 London Street, Reading, Berkshire registered at H M Land Registry with title number BK281843 or such of them as shall for the time being remain subject to the Legal Charge including all buildings, erections and fixtures and fittings (but excluding tenants' fixtures and fittings) and fixed plant, equipment and machinery for the time being thereon and all improvements and additions thereto and all easements, rights and licences appurtenant thereto subject to and with the benefit of all leases, underleases, tenancies, agreements for lease, rights, covenants and conditions affecting the same but otherwise free from Encumbrance and includes all other property which from time to time shall become subject to the Legal Charge and references to the Property include references to any part thereof; and

"Undertaking" means the property, assets, rights and revenues of any Chargor, whatsoever and wheresoever, present and future, including the uncalled share capital (if any) or such of them as the context requires.

c  
NOTE 1

a) Clause 5.2 (e) of the Legal Charge provides that a Chargor shall not without the prior written consent of the Trustee create or permit to exist any Encumbrance or otherwise dispose of, deal with or part with or share possession of the Property or any interest therein nor make or suffer to be made any material change or addition whatsoever in or to the use of the Property or agree to do any of the foregoing;

b) Clause 6.1 (a) provides that a Chargor shall not without the prior written consent of the Trustee assign, charge or in any other way divert the payment of any rents due in respect of the Property away from that Chargor;

c) Clause 6.1 (b) provides that a Chargor shall not without the prior written consent of the Trustee enter into or permit to subsist any floating charge or other Encumbrance over the whole or a substantial part of its Undertaking which would entitle any person to appoint an administrative receiver; and

d) Clause 6.1 (d) provides that a Chargor shall not without the prior written consent of the Trustee enter into any agreement which has a material adverse effect upon the Chargor's ability to perform its obligations under the Legal Charge.

NOTE 2

The Legal Charge provides the Trustee with power to appoint an administrative receiver in relation to the Chargor.



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04017110

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF LEGAL CHARGE DATED 6th OCTOBER 2000 MADE BETWEEN (1) THE INITIAL CHARGOR (2) THE CHARGORS (3) AUBREY WEIS (THE "BENEFICIAL OWNER") AND (4) NORWICH UNION MORTGAGE FINANCE LIMITED ("TRUSTEE") DATED THE 6th OCTOBER 2000 AND CREATED BY ARKFIELD LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ARKFIELD LIMITED AND ANY COMPANY FROM TIME TO TIME WHICH IS A HOLDING COMPANY OR SUBSIDIARY OF ARKFIELD 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 13th OCTOBER 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18th OCTOBER 2000.

*[Handwritten signature]*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



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