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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 £13 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



00895252

Name of company

\* BCSA Limited (the "Chargor")

Date of creation of the charge

21 February 2008

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

Legal Charge made between the Chargor (1) and the Chargee (2) (the "Legal Charge")

Amount secured by the mortgage or charge

Please see attached schedule 1

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

Richard Braithwaite Barrett of Chevin Hall Farm, West Chevin Road, Otley, West Yorkshire LS1, John Hope Sanderson of 5 Annathill Gardens, Annathill, Coatbridge ML5 2QP and Derek Tordoff of 2 Alison Drive, Camberley, Surrey GU15 2DY (acting together as trustees of the Scheme) (the "Chargee")

Postcode

Presentor's name address and  
reference (if any)

Taylor Wessing LLP  
Carmelite  
50 Victoria Embankment  
London  
EC4Y 0DX

Ref DJM

Time critical reference

BCS-7-2/Charge BCSA

For official Use (06/2005)  
Mortgage Section

Post room

WEDNESDAY



A70

27/02/2008

213

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see attached schedule 2

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed Taylor Wearing LLP Date 25-02-08

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

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

† 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**

## Definitions

**"Charged Property"** means all assets mortgaged, charged or assigned by the Legal Charge,

**"Encumbrance"** means any mortgage, charge, assignment by way of security, pledge, lien, trust, any form of distress, attachment, execution or other legal process or any other type of encumbrance or security interest or any other type of arrangement (including any sale and lease back or sale and repurchase arrangement) having or intended to have a similar effect,

**"Enforcement Event"** means any of the following events

- (a) the winding up of the Scheme in accordance with the terms of its governing documents,
- (b) the Insolvency of the Chargor,

**"Environmental Law"** means any law or requirement, code of practice, circular, guidance note, licence, consent or permission made or given under any law concerning the protection of the environment or human health, the condition of any land or of any place of work or the production, storage, treatment, transport or disposal of any substance capable of causing harm to any living organism or the environment,

**"Insolvency"** in respect of any person means

- (a) that person's bankruptcy, dissolution, liquidation, winding up, administration or entering into any voluntary arrangement or composition with creditors,
- (b) the appointment of a receiver or administrative receiver in respect of all or a material part of that person's assets, and
- (c) any event having a similar effect under the laws of any relevant jurisdiction,

**"Property"** means the Leasehold land known as Suite 99, Block 4 Whitehall Court, London SW1 registered at the Land Registry with title absolute number NGL632959,

**"Rental Income"** means all amounts now or at any time in the future payable to or for the benefit of the Borrower in connection with the occupation of the Property including each of the following amounts

- (a) rent including any increase of rent or interim rent agreed by the Borrower or payable pursuant to any provisions of the Landlord and Tenant Act 1954 and all other amounts payable under any Lease,
- (b) amounts payable from any deposit held as security for performance of any tenant's obligations or by any person who has given a guarantee and/or indemnity or other assurance against loss of those obligations,
- (c) any other money payable in respect of occupation and/or use of the Property including any fixture for display or advertisement,
- (d) any profits, damages, compensation, settlement or expenses awarded or agreed as a result of any claim made by the Borrower in respect of the Property net of any costs, fees and expenses incurred but not reimbursed to the Borrower in connection with such claim,
- (e) any money payable under any policy of insurance in respect of loss of rent,

- (f) any amount payable or the value of any consideration to be given by or on behalf of a tenant for the surrender or variation of any occupational lease or occupancy agreement,
- (g) any interest payable on any amount referred to above,
- (h) any VAT,

**"Scheme"** means the British Constructional Steelworks Association Limited Retirements Benefits Scheme established by a trust deed dated 1 March 1975, and

**"VAT"** means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature

## **Schedule 1**

### *Amount secured by the mortgage or charge*

All liabilities of the Chargor owed to the Chargee in relation to the Scheme up to a maximum of £593,000

(the "**Secured Liabilities**")

## **Schedule 2**

### *Short particulars of the property mortgaged or charged*

#### **1. Fixed Security**

1 1 As continuing security for the payment of the Secured Liabilities the Chargor with full title guarantee

- (a) charged to the Chargee by way of legal mortgage the Property,
- (b) assigned to the Chargee its interest in the Rental Income,
- (c) charged to the Chargee by way of fixed charge its interest in any present and future insurances in respect of any Charged Property and the proceeds of such insurances

#### **2. Negative Covenants**

2 1 The Chargor shall not except with the prior written consent of the Chargee

- (a) sell, transfer, lease or otherwise dispose or purport or agree to sell, transfer, lease or otherwise dispose of any interest in or lend or grant any licence or other right over any Charged Property,
- (b) create, agree to create or allow to arise or remain outstanding any Encumbrance over any Charged Property



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 895252  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 21  
FEBRUARY 2008 AND CREATED BY BCSA LIMITED FOR  
SECURING ALL MONIES NOT EXCEEDING £593,000 DUE OR TO  
BECOME DUE FROM THE COMPANY TO RICHARD  
BRAITHWAITE BARRETT, JOHN HOPE SANDERSON AND  
DEREK TORDOFF (ACTING TOGETHER AS TRUSTEES OF THE  
SCHEME) WAS REGISTERED PURSUANT TO CHAPTER 1 PART  
XII OF THE COMPANIES ACT 1985 ON THE 27 FEBRUARY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 MARCH 2008

PO  
IS



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES