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CHFP041

COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

395

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

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002641

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

* Insert full name
of company

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



For official use Company number

Name of company

01029101

* London Property Construction Limited

Date of creation of the charge

30th July 2001

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

Debenture

Amount secured by the mortgage or charge

Please see continuation sheet

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

Anglo Irish Bank Corporation Plc of 10 Old Jewry, London

("The Bank")

Postcode

EC2R 8DN

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

Glovers
115 Park Street
London W1K 7DY
DX 44438 Marble Arch

NB/A0044092

For official use
Mortgage section

Post room

LD2
COMPANIES HOUSE0336
03/08/01

Time critical reference

Short particulars of all the property mortgaged or charged

Please see continuation sheet

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this margin

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

A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

Particulars as to commission allowance or discount (note 3)

NIL

Signed

Date

31/07/01

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, 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. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ.

Page 2

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Particulars of a mortgage or charge (continued)

Continuation sheet No 1
to Forms Nos 395 and 410 (Scot)

Company number

01029101

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

Name of company

London Property Construction

Limited*

*Delete if
inappropriate

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

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

1. ALL PRESENT AND/OR FUTURE INDEBTEDNESS OF THE COMPANY TO THE BANK ON ANY ACCOUNT WHATSOEVER AS MENTIONED IN CLAUSE 3.1 OF THE DEBENTURE BEING ALL MONEY OBLIGATIONS AND LIABILITIES WHICH NOW ARE OR AT ANY TIME HEREAFTER MAY BE DUE OWING OR INCURRED FROM OR BY THE COMPANY TO THE BANK OR FOR WHICH THE COMPANY MAY BE OR BECOME LIABLE TO IT IN WHATEVER CURRENCY DENOMINATED ON ANY CURRENT OR OTHER ACCOUNT OR IN ANY OTHER MANNER WHATEVER (WHETHER ALONE OR JOINTLY WITH ANY OTHER PERSON OR CORPORATE BODY AND IN WHATEVER STYLE OR FORM AND WHETHER AS PRINCIPAL OR SURETY) INCLUDING (WITHOUT PREJUDICE TO THE GENERALITY OF THE ABOVE) ALL LIABILITIES IN CONNECTION WITH THE FOREIGN EXCHANGE TRANSACTIONS AND FOR ACCEPTING ENDORSING OR DISCOUNTING ANY NOTES OR BILLS AND/OR UNDER BONDS GUARANTEES INDEMNITIES DOCUMENTARY OR OTHER CREDITS OR ANY INSTRUMENTS WHATSOEVER FROM TIME TO TIME ENTERED INTO BY THE BANK FOR OR AT THE REQUEST OF THE COMPANY AND OR FOR ANY OTHER MATTER OR THING WHATSOEVER INCLUDING INTEREST TO THE DATE OF REPAYMENT (CALCULATED AT THE INTEREST RATE AND PAYABLE AS WELL AFTER AS BEFORE JUDGEMENT OR THE INSOLVENCY OR OTHER INCAPACITY OF THE COMPANY) COMMISSION FEES AND OTHER CHARGES AND ALL LEGAL AND OTHER COSTS CHARGES AND EXPENSES ON A FULL INDEMNITY BASIS TOGETHER WITH ANY VALUE ADDED TAX AT THE APPLICABLE RATE WHICH MAY BE OR BECOME DUE IN RESPECT OF ALL OR ANY SUCH MATTERS.

2. ALL OTHER LIABILITIES WHATSOEVER OF THE COMPANY TO THE BANK PRESENT FUTURE ACTUAL OR CONTINGENT

3. ALL COSTS AND MORTGAGEES' OR CHARGEES' EXPENSES ARISING UNDER THE DEBENTURE AS THEREIN PROVIDED

TOGETHER IN EACH CASE WITH INTEREST THEREON FROM DAY TO DAY FROM DEMAND UNTIL FULL DISCHARGE (AS WELL AFTER AS BEFORE JUDGEMENT OR THE DEATH INSANITY INSOLVENCY OR OTHER INCAPACITY OF THE COMPANY) AT THE INTEREST RATE.

Please do not write in this 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

FIRST THE FREEHOLD AND LEASEHOLD PROPERTY OF THE COMPANY WHEREVER SITUATE BOTH PRESENT AND FUTURE INCLUDING BUT NOT LIMITED TO THE SPECIFICALLY CHARGED PROPERTY AND ALL BUILDINGS AND ERECTIONS AND FIXTURES (INCLUDING TRADE FIXTURES) AND FITTINGS FROM TIME TO TIME ON OR IN ANY SUCH PROPERTY AND ALL RENTS AND OTHER INCOME DERIVED FROM ANY SUCH PROPERTY OR TO WHICH THE COMPANY MAY BE OR BECOME ENTITLED THEREFROM TOGETHER WITH THE RIGHT TO RECOVER THE SAME (BY ACTION OR OTHERWISE) IN THE NAME OF AND FOR THE ACCOUNT OF THE COMPANY

SECONDLY ALL PLANT MACHINERY VEHICLES COMPUTERS AND OFFICE AND OTHER EQUIPMENT OF THE COMPANY BOTH PRESENT AND FUTURE (INCLUDING STOCK IN TRADE OF THE COMPANY)

THIRDLY ALL STOCKS SHARES BONDS AND SECURITIES OF ANY KIND WHATSOEVER WHETHER MARKETABLE OR OTHERWISE AND ALL OTHER INTERESTS (INCLUDING BUT NOT LIMITED TO LOAN CAPITAL) OF THE COMPANY BOTH PRESENT AND FUTURE IN ANY COMPANY FIRM CONSORTIUM OR ENTITY WHERESOEVER SITUATE INCLUDING ALL ALLOTMENTS ACCRETIONS OFFERS RIGHTS BENEFITS AND ADVANTAGES WHATSOEVER AT ANY TIME ACCRUING OFFERED OR ARISING IN RESPECT OF OR INCIDENTAL TO THE SAME AND ALL STOCKS SHARES RIGHTS MONEY OR PROPERTY ACCRUING THERETO OR OFFERED AT ANY TIME BY WAY OF CONVERSION REDEMPTION BONUS PREFERENCE OPTION OR OTHERWISE IN RESPECT THEREOF

FOURTHLY ALL BOOK AND OTHER DEBT REVENUE AND CLAIMS BOTH PRESENT AND FUTURE (INCLUDING THINGS IN ACTION WHICH MAY GIVE RISE TO A DEBT REVENUE OR CLAIM) DUE OR OWING OR WHICH MAY BECOME DUE OR OWING TO BE PURCHASED OR OTHERWISE ACQUIRED BY THE COMPANY AND THE FULL BENEFIT OF ALL RIGHTS AND REMEDIES RELATING THERETO INCLUDING BUT NOT LIMITED TO ANY NEGOTIABLE OR NON-NEGOTIABLE INSTRUMENTS GUARANTEES INDEMNITIES DEBENTURES LEGAL AND EQUITABLE CHARGES AND OTHER SECURITY AND ANY RESERVATION OF PROPRIETARY RIGHTS RIGHTS OF SET OFF RIGHTS OF TRACING LIENS AND ALL OTHER RIGHTS AND REMEDIES OF WHATSOEVER NATURE IN RESPECT OF THE SAME

FIFTHLY THE UNCALLED CAPITAL GOODWILL AND CONNECTION AND ALL PATENTS PATENT APPLICATIONS TRADE MARKS TRADE NAMES REGISTERED DESIGNS DESIGN RIGHTS AND COPYRIGHTS ALL TRADE SECRETS AND KNOW HOW AND ALL LICENCES AND ANCILLARY AND CONNECTED RIGHTS RELATING TO THE INTANGIBLE PROPERTY BOTH PRESENT AND FUTURE OF THE COMPANY

SIXTHLY THE UNDERTAKING AND ALL OTHER PROPERTY ASSETS AND RIGHTS OF THE COMPANY WHATSOEVER AND WHERESOEVER BOTH PRESENT AND FUTURE (INCLUDING BUT NOT LIMITED TO THE STOCK IN TRADE OF THE COMPANY WHERESOEVER) AND THE PREMISES FIRST SECONDLY THIRDLY AND FOURTHLY DESCRIBED (IF AND IN SO FAR ONLY AS THE CHARGES THEREON CONTAINED IN THE DEBENTURE SHALL FOR ANY REASON BE INEFFECTIVE AS FIXED CHARGES)

THE DEBENTURE CONTAINS COVENANTS ON THE PART OF THE COMPANY:

PLEASE SEE CONTINUATION SHEET

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Particulars of a mortgage or charge (continued)

Continuation sheet No 2
to Forms Nos 395 and 410 (Scot)

Company number

01029101

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

Name of company

London Property Construction

Limited*

*Delete if
inappropriate

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

Amount due or owing on the mortgage or charge (continued)

Please do not
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**Please complete
legibly, preferably
in black type, or
bold block
lettering.**

Please do not write in this 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

1. NOT WITHOUT THE WRITTEN CONSENT OF THE BANK OR SAVE AS REQUIRED BY THE BANK TO CREATE ANY FURTHER MORTGAGE DEBENTURE LIEN CHARGE (WHETHER BY WAY OF FIXED OR FLOATING CHARGE) OR OTHER FORM OF SECURITY RANKING IN PRIORITY TO OR PARI PASSU WITH OR AFTER THE CHARGE CREATED BY THE DEBENTURE
2. NOT (SAVE FOR THE PRIOR WRITTEN CONSENT OF THE BANK) TO TRANSFER PULL DOWN REMOVE SELL OR OTHERWISE DISPOSE OF THE WHOLE OR ANY SUBSTANTIAL PART OF ITS UNDERTAKING OR ASSETS NOR TO CREATE OR ATTEMPT TO CREATE OR PERMIT ANY LIEN OR OTHER INCUMBRANCE TO ARISE ON OR EFFECT THE SAME NOR IF CONSENT BE GIVEN TO ANY CHARGE OR SECURITY TO PERMIT THE SUMS SECURED BY ANY AUTHORISED CHARGE (EXCLUSIVE OF ACCRUED INTEREST) TO EXCEED SUCH AMOUNT AS SHALL BE APPROVED IN WRITING BY THE BANK NOR GRANT OR SUFFER TO BE CREATED OR ACQUIRED ANY LEASE EASEMENT RIGHT LICENCE PRIVILEGE OR PROFIT A PRENDRE WHICH SHALL AFFECT OR IN ANY WAY RELATE TO THE PROPERTY OR ANY PART NOR DO OR CAUSE OR PERMIT TO BE DONE ANYTHING WHICH MAY IN ANY WAY DEPRECIATE JEOPARDISE OR OTHERWISE PREJUDICE THE VALUE OF ANY PART OF THE PROPERTY TO THE BANK AS SECURITY
3. TO DEPOSIT WITH THE BANK AND PERMIT THE BANK DURING THE CONTINUANCE OF THIS SECURITY TO HOLD AND RETAIN ALL DEEDS AND DOCUMENTS OF TITLE RELATING TO THE PROPERTY OR ANY PART THEREOF AND SUCH OTHER DOCUMENTS RELATING TO THE PROPERTY AS THE BANK MAY FROM TIME TO TIME REQUIRE.
4. TO INFORM THE BANK OF ANY FREEHOLD OR LEASEHOLD PROPERTY HEREAFTER ACQUIRED BY THE COMPANY AND FORTHWITH UPON DEMAND BY THE BANK TO DELIVER TO THE BANK FOR ATTENTION BY IT DURING THE CONTINUANCE IN FORCE OF THIS SECURITY (OR UNTIL DISPOSAL BY THE COMPANY OF THE RELEVANT PROPERTY IF THIS OCCURS SOONER) OR TITLE DEEDS CERTIFICATES OF TITLE AND OTHER DOCUMENTS EVIDENCING OR RELATING TO THE COMPANY'S TITLE TO SUCH FREEHOLD OR LEASEHOLD PROPERTY
5. UPON THE ACQUISITION BY THE COMPANY OF AN INTEREST IN REGISTERED LAND FORTHWITH TO INFORM THE BANK IN WRITING OF SUCH ACQUISITION AND THEREAFTER TO TAKE SUCH STEPS AND GIVE THE BANK SUCH INFORMATION IN RESPECT THEREOF AS THE BANK MAY REASONABLY REQUIRE IN ORDER TO EFFECT ENTRY OF A NOTICE OF THE BANK'S INTEREST THEREIN AT H M LAND REGISTRY
6. AT ANY TIME IF AND WHEN REQUIRED BY THE BANK TO EXECUTE SUCH FURTHER LEGAL OR OTHER MORTGAGES CHARGES OR ASSIGNMENTS IN FAVOUR OF THE BANK AS THE BANK SHALL FROM TIME TO TIME REQUIRE OVER ALL OR ANY OF THE PROPERTY AND ALL RIGHTS AND REMEDIES RELATING THERETO BOTH PRESENT AND FUTURE (INCLUDING ANY VENDERS LIEN) TO SECURE ALL MONIES OBLIGATIONS AND LIABILITIES THEREBY COVENANTED TO BE PAID OR OTHERWISE THEREBY SECURED SUCH FURTHER MORTGAGES CHARGES OR ASSIGNMENTS TO BE PREPARED BY OR ON BEHALF OF THE BANK AT THE COST OF THE COMPANY AND TO CONTAIN AN IMMEDIATE POWER OF SALE WITHOUT NOTICE A CLAUSE EXCLUDING SECTION 93 AND THE RESTRICTIONS CONTAINED IN SECTION 103 OF THE LAW AND PROPERTY ACT OF 1925 AND SUCH OTHER CLAUSES FOR THE BENEFIT OF THE BANK AS THE BANK MAY REASONABLY REQUIRE

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01029101

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 30th JULY 2001 AND CREATED BY LONDON PROPERTY CONSTRUCTION LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ANGLO IRISH BANK CORPORATION PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 3rd AUGUST 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7th AUGUST 2001.

DX. Leah



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES