

# M

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.**

Please do not  
write in  
this margin

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)

Name of company



For official use

Company number

01029101

\* London Property Construction Limited ("The Company")

Date of creation of the charge

30th July 2001

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

Security Assignment made between the Company and Lysekil Properties  
Limited ("The Assignor") (1) The Bank (2)

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

Time critical reference

For official use

Mortgage section

Post room



LD2  
COMPANIES HOUSE

\*LTX06243\*

0330  
03/08/01

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

THE FULL BENEFIT RIGHT TITLE AND INTEREST OF THE ASSIGNOR IN A CONTRACT DATED 12TH JULY 2001 - PARTIES : (1) THE ASSIGNOR (2) J MURPHY & SONS AND ALL RIGHTS AND REMEDIES OF THE ASSIGNOR UNDER OR PURSUANT TO THE TERMS OF THE CONTRACT INCLUDING (WITHOUT PREJUDICE TO THE GENERALITY OF THE FOREGOING) :-

1. THE ASSIGNORS RIGHT TO REQUIRE AND TO PROCURE THE DUE PERFORMANCE AND SATISFACTION OF THE DUTIES AND OBLIGATIONS OF ALL OTHER PARTIES TO THE CONTRACT
2. THE RIGHT TO DEMAND AND TO RECEIVE PAYMENT OF ALL SUMS (WHETHER OF PRINCIPAL INTEREST OR OTHERWISE) NOW AND FROM TIME TO TIME DUE OR OWING TO THE ASSIGNOR UNDER THE TERMS OF THE CONTRACT
3. THE RIGHT TO EXERCISE ANY RIGHT OR ENFORCE ANY REMEDY AVAILABLE TO THE ASSIGNOR UNDER THE CONTRACT (OR TO REFRAIN FROM SO DOING)

PLEASE SEE CONTINUATION SHEET.

Please do not write in 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

Please do not  
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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

\*Delete if  
inappropriate

Name of company

London Property Construction

Limited\*

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

Please do not  
write in this  
margin

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

1. ALL PRESENT AND/OR FUTURE INDEBTEDNESS OF THE ASSIGNOR TO THE BANK ON ANY ACCOUNT WHATSOEVER AS MENTIONED IN CLAUSE 3.1 OF THE SECURITY ASSIGNMENT BEING ALL MONEY OBLIGATIONS AND LIABILITIES WHICH NOW ARE OR AT ANY TIME HEREFTER MAY BE DUE OWING OR INCURRED FROM OR BY THE ASSIGNOR TO THE BANK OR FOR WHICH THE ASSIGNOR MAY BE OR BECOME LIABLE TO IT IN WHATEVER CURRENCY DENOMINATED ON ANY CURRENT OR OTHER ACCOUNT OR IN ANY 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 ASSIGNOR 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 DEATH INSANITY INSOLVENCY OR OTHER INCAPACITY OF THE ASSIGNOR) 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 ASSIGNOR TO THE BANK  
PRESENT FUTURE ACTUAL OR CONTINGENT

3. ALL COMMISSION BANKING AND OTHER CHARGES AND ALL COSTS AND EXPENSES  
ARISING UNDER THE SECURITY ASSIGNMENT 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 ASSIGNOR) 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

THE SECURITY ASSIGNMENT CONTAINS COVENANTS ON THE PART OF THE ASSIGNOR  
(INTER ALIA):-

1. SAVE AS PROVIDED IN THE SECURITY ASSIGNMENT OR AS MAY BE  
AUTHORISED OR REQUIRED BY THE BANK IN WRITING NOT TO PURPORT TO ASSIGN  
SELL PART WITH TRANSFER CHARGE PLEDGE CREATE ANY LIEN OR SECURITY INTEREST  
IN OR OVER WAIVE SURRENDER RELEASE VARY OR OTHERWISE DEAL WITH THE  
CONTRACT AND/OR THE ASSIGNED PROPERTY NOR TO ATTEMPT SO TO DO

2. TO DEPOSIT WITH THE BANK AND TO PERMIT THE BANK UNTIL SUCH TIME  
AS THE ASSIGNED PROPERTY SHALL BE REASSIGNED PURSUANT TO CLAUSE 2.3 OF THE  
SECURITY ASSIGNMENT TO HOLD AND RETAIN THE CONTRACT AND ALL OTHER DEEDS  
AND DOCUMENTS RELATING TO THE ASSIGNED PROPERTY OR ANY PART THEREOF AND  
SUCH OTHER DOCUMENTS RELATING TO THE CONTRACT AND THE ASSIGNED PROPERTY AS  
THE BANK MAY FROM TIME TO TIME REQUIRE

3. AT ANY TIME IF AND WHEN REQUIRED BY THE BANK TO EXECUTE SUCH  
FURTHER ASSIGNMENTS IN FAVOUR OF THE BANK AND/OR ANY OTHER DEEDS AND  
DOCUMENTS AS THE BANK SHALL FROM TIME TO TIME REQUIRE IN ITS UNFETTERED  
DISCRETION IN ORDER TO PROCURE THAT THE SECURITY ASSIGNMENT TAKES EFFECT  
AS A LEGAL ASSIGNMENT OF THE ASSIGNED PROPERTY OR TO PERFECT OR IMPROVE  
THE SECURITY ASSIGNMENT OR THE BANK'S RIGHTS AND POWERS UNDER IT IN ANY  
OTHER MANNER WHATSOEVER ALL SUCH FURTHER ASSIGNMENTS DEEDS AND DOCUMENTS  
TO BE PREPARED BY OR ON BEHALF OF THE BANK AT THE COST OF THE ASSIGNOR AND  
TO CONTAIN SUCH CLAUSES FOR THE BENEFIT OF THE BANK AND OTHERWISE 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 SECURITY ASSIGNMENT DATED THE 30th JULY 2001 AND CREATED BY LONDON PROPERTY CONSTRUCTION LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND/OR LYSEKILL PROPERTIES LIMITED 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 8th AUGUST 2001.

*[Handwritten signature]*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES