

# 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

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



For official use

Company number

01029101

Date of creation of the charge

30th July 2001

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

Legal Charge made between the Company and Lysekil Properties Limited ("The Mortgagor") (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



Short particulars of all the property mortgaged or charged

ALL THAT FREEHOLD LAND KNOWN AS 5A BACK LANE, HAMPSTEAD AS THE SAME IS REGISTERED AT H M LAND REGISTRY WITH TITLE ABSOLUTE UNDER TITLE NUMBER LN222049 TOGETHER WITH ALL BUILDINGS AND ERECTIONS THEREON AND ALL FIXTURES AND FITTINGS THEREIN AND ALL SERVICES AND MEANS OF ACCESS AND EGRESS THERETO AND THEREFROM. TOGETHER WITH ALL RENTS AND OTHER INCOME DERIVED FROM THE PROPERTY OR TO WHICH THE MORTGAGOR 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 MORTGAGOR.

PLEASE SEE CONTINUATION SHEET.

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

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

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.

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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)

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

1. ALL PRESENT AND/OR FUTURE INDEBTEDNESS OF THE MORTGAGOR TO THE BANK ON ANY ACCOUNT WHATSOEVER AS MENTIONED IN SUBCLAUSE 3.1 OF THE LEGAL CHARGE BEING ALL MONEY OBLIGATIONS AND LIABILITIES WHICH NOW ARE OR AT ANY TIME HEREFTER MAY BE DUE OWING OR INCURRED FROM OR BY THE MORTGAGOR TO THE BANK OR FOR WHICH THE MORTGAGOR 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 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 MORTGAGOR AND INCLUDING LIABILITIES AND INDEBTEDNESS FOR ANY OTHER MATTER OR THING WHATSOEVER WHETHER OR NOT THE BANK WAS AN ORIGINAL PARTY TO THE RELEVANT TRANSACTION OR TRANSACTIONS BY VIRTUE OF WHICH SUCH LIABILITIES AND INDEBTEDNESS OR ANY PART OF THE SAME MADE FROM TIME TO TIME ARISE AND INCLUDING INTEREST OF 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 MORTGAGOR) 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 MORTGAGOR TO THE BANK  
PRESENT FUTURE ACTUAL OR CONTINGENT

3. ALL COSTS AND MORTGAGEES' EXPENSES ARISING UNDER THE LEGAL CHARGE  
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 MORTGAGOR) 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 LEGAL CHARGE CONTAINS COVENANTS THAT THE MORTGAGOR WILL NOT WITHOUT THE WRITTEN CONSENT OF THE BANK PART WITH POSSESSION OF THE PROPERTY OR ANY PART OR GRANT A TENANCY OR LEASE OR ACCEPT A SURRENDER OF ANY TENANCY OR LEASE RELATING TO THE PROPERTY OR ANY PART THEREOF NOR TO RELEASE OR VARY ANY OF THE TERMS OF OR GRANT ANY CONSENT LICENCE OR PERMISSION UNDER ANY SUCH TENANCY OR LEASE NOR AGREE ANY RENT REVIEW NOR EXERCISE ANY POWER TO DETERMINE OR EXTEND THE SAME AND FURTHER THAT THE MORTGAGOR WILL NOT PART WITH OR SHARE POSSESSION OR OCCUPATION OF THE PROPERTY OR PART THEREOF NOR GRANT TO ANY PERSON ANY LICENCE RIGHT OR INTEREST TO OCCUPY THE PROPERTY OR ANY PART THEREOF NOR CREATE OR PERMIT TO ARISE ANY OVERRIDING INTEREST (AS DEFINED IN THE LAND REGISTRATION ACTS) AND ALSO THAT THE MORTGAGOR WILL NOT ASSIGN TRANSFER OR OTHERWISE DISPOSE OF THE INTEREST OF THE MORTGAGOR IN THE PROPERTY OR ANY PART THEREOF NOR ATTEMPT NOR AGREE SO TO DO AND NOT WITHOUT THE WRITTEN CONSENT OF THE BANK TO

1. CREATE OR ATTEMPT TO CREATE OR PERMIT TO SUBSIST ANY MORTGAGE OR CHARGE UPON OR PERMIT ANY LIEN OR OTHER ENCUMBRANCE TO ARISE ON OR AFFECT THE PROPERTY OR ANY PART OF IT NOR (IF SUCH CONSENT BE GIVEN) 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

2. GRANT OR SUFFER TO BE CREATED OR ACQUIRED ANY OPTION PROPRIETARY RIGHT OR INTEREST OR ANY 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 THE PROPERTY TO THE BANK AS SECURITY

THE LEGAL CHARGE ALSO CONTAINS COVENANTS ON THE PART OF THE MORTGAGOR TO DEPOSIT WITH THE BANK AND TO PERMIT THE BANK DURING THE CONTINUANCE OF THE SECURITY TO HOLD OR 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 AND AT ANY TIME IF AND WHEN REQUIRED BY THE BANK TO PROVIDE SUCH AUTHORITIES IN FAVOUR OF THE BANK OR OTHERWISE AND IN SUCH FORM AS THE BANK SHALL REQUIRE AND 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 VENDOR'S LIEN) TO SECURE ALL MONEYS OBLIGATIONS AND LIABILITIES COVENANTED TO BE PAID IN OR OTHERWISE SECURED BY THE LEGAL CHARGE SUCH FURTHER MORTGAGES CHARGES OR ASSIGNMENTS TO BE PREPARED BY OR ON BEHALF OF THE BANK AT THE COST OF THE MORTGAGOR 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 OF PROPERTY ACT 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 LEGAL CHARGE 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 LYSEKIL 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 7th AUGUST 2001.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

*DX. Waah*