

M

CHFP025

Please do not
write in
this margin

Please complete
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 £10 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

		73
--	--	----

26245483

Name of company

* Luckworth Properties Limited (the "Company")

Date of creation of the charge

15 March 2004

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

A legal charge granted by the Company in favour of the Bank (the "Legal Charge")

Amount secured by the mortgage or charge

All the Company's obligations and liabilities to the Bank of any kind and in any currency (whether present or future, actual or contingent and whether owed by the Company as principal or surety or incurred alone or jointly with another and whether owed to the Bank as original obligee or as assignee or transferee), including (without limitation) interest, fees, banking charges, commission and expenses, the Expenses and Interest on the foregoing from the date on which the Company has agreed to pay Interest on them or, if there is no such agreement, from the date on which they become due or (in the case of any Expense) the date of the Bank's payment until the date of discharge or payment (collectively, the "Companies Liabilities").

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

HSBC Private Bank (UK) Limited (the "Bank")
8 Canada Square
London

Postcode E14 5HQ

Presentor's name address and
reference (if any):
1242/H15631.4/CP2:119148.1

For official Use
Mortgage Section

Post room



LD2
COMPANIES HOUSE

LC15ETJT
0100
19/03/04

Time critical reference

Short particulars of all the property mortgaged or charged

1 Security

As a continuing security for the discharge and payment of the Company's Liabilities and with full title guarantee, the Company;

1.1 charges to the Bank by way of legal mortgage all legal interests and otherwise by way of fixed charge the Property (to the full extent of the Company's interest in the Property or its proceeds of sale);

1.2 charges to the Bank by way of fixed charge all rents receivable from any lease granted out of the Property;

1.3 assigns to the Bank the benefit of all covenants and rights relating to the Property and the benefit of all easements serving or relating to the Property, subject to reassignment on redemption;

1.4 assigns to the Bank all of its rights and benefits under any leases, tenancies and licences in respect of the Property and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any of the foregoing (in each case whether now or in the future);

Please do not write in this margin

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

P
Tas

Particulars as to commission allowance or discount (note 3)

N/A

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

Signed ST Berwin

Date 19/3/04

On behalf of [company] mortgagee/chargee†

NOTES

† delete as appropriate

- 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 CF14 3UZ

Name of company

* insert full name
of company

* Luckworth Properties Limited (the "Company")

Addendum 4/4

4. Short particulars of all the property mortgaged or charged (continued)

1.5 assigns to the Bank the proceeds of each policy of insurance now or in the future issued in relation to the Property and the other assets charged by the Legal Charge, subject to reassignment on redemption;

1.6 assigns to the Bank all fixtures and fittings from time to time attached to the Property;

1.7 assigns to the Bank all the plant and machinery of the Company now and in the future at the Property and all right, title and interest of the Company under any agreements now and in the future relating to the purchase, lease, hire purchase or maintenance of the same, not regularly disposed of in the ordinary course of business, subject to reassignment on redemption;

1.8 assigns to the Bank all furniture, furnishings, equipment, tools and other chattels of the Company now and in the future at the Property and all right, title and interest of the Company under any agreements now and in the future relating to the purchase, lease or hire purchase of the same, not regularly disposed of in the ordinary course of business, subject to reassignment on redemption; and

1.9 charges to the Bank by way of fixed charge all the present and future goodwill of any business carried on at the Property by or on behalf of the Company.

Note: the Company will not without the prior written consent of the Bank do any of the following:-

(a) (except in favour of the Bank) create or permit to arise or continue any Encumbrance affecting the Charged Property now and in the future nor increase nor extend any liability of the Company secured on any of the Charged Property now and in the future; and

(b) dispose of the Charged Property referred to in paragraphs 1.1 to 1.9 inclusive; and

(c) grant or accept a surrender of, or vary, any lease or licence of, nor part with or share possession or occupation of, the Property or any part of it nor reduce any sum payable under them nor enter into any onerous or restrictive obligations affecting the Property or any part of it or consent to any assignment or sub-lease of any interest in the Property nor any part of it.

2 Definitions

In this Form 395 the following definitions will have the following meanings:

"Charged Property" the Property and the assets and undertaking, charged and/or assigned by the Company to the Bank under the Legal Charge;

"Encumbrance" includes any mortgage, charge (fixed or floating), pledge, hypothecation or lien and any other arrangement or interest (whether by way of assignment, trust, title retention or otherwise) which has the effect of creating security or payment priority (including, without limitation, the deposit of monies or property with a person with the intention of affording such person a right of set-off or lien);

"Expenses" all costs and expenses (on a full indemnity basis), including (without limitation) legal fees, from time to time paid or incurred by the Bank or any receiver at any time in connection with the Charged Property or the Company's Liabilities or in taking, perfecting, preserving, defending or enforcing the Legal Charge (or any of the security created by it) or in exercising any right or power under this Legal Charge or otherwise;

"Interest" interest at the rate or rates agreed between the Bank and the Company in respect of any corresponding Company's Liability or in the absence of agreement or of a corresponding Company's Liability at the rate of 3% per annum above the base rate of the Bank from time to time; and

M395 Continuation

Company number

26245483

Name of company

* insert full name
of company

* Luckworth Properties Limited (the "Company")

"Property" the leasehold property known as Boydell Court and Court Close, St. John's Wood registered at H.M. Land Registry with title number NGL716233 or any part of it (including all buildings thereon).

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02625483

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 15th MARCH 2004 AND CREATED BY LUCKWORTH PROPERTIES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO HSBC PRIVATE BANK (UK) LIMITED UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 19th MARCH 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23rd MARCH 2004.

OK *W*



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES