

## Particulars of a mortgage or charge

395

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

526163126

16

2909660

Name of company

\* LONDON AND REGIONAL PROPERTIES LIMITED (THE "CHARGOR")

Date of creation of the charge

9 February 2006

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

CHARGE (THE "CHARGE") MADE BETWEEN THE CHARGOR AND GOLD 10 PROPERTY PLUS LP (THE "CHARGE")

Amount secured by the mortgage or charge

SEE PART 1 OF THE ATTACHED SCHEDULE (THE "SCHEDULE")

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

GOLD 10 PROPERTY PLUS LP (REG. LP010974) ACTING BY ITS GENERAL PARTNER, GOLD 10 GENERAL PARTNER LIMITED (NO. 5607004) WHOSE REGISTERED OFFICE IS C/O PINDER FRY & BENJAMIN LLP, DOLPHIN HOUSE, ABBAS BUSINESS CENTRE, MAIN ROAD, ITCHEN ABBAS, WINCHESTER, HAMPSHIRE

Postcode SO21 1BQ

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

Macfarlanes  
10 Norwich Street  
London  
EC4A 1BD

For official Use (02/00)

Mortgage Section

Post room



LD2  
COMPANIES HOUSE

485  
28/02/2006

Time critical reference

SEE PART 2 OF THE ATTACHED SCHEDULE

N.B. PART 3 OF THE SCHEDULE CONTAINS DETAILS OF CERTAIN COVENANTS BY AND RESTRICTIONS ON THE CHARGOR WHICH PROTECT AND FURTHER DEFINE THE CHARGES AND WHICH MUST BE READ AS PART OF THE CHARGES CREATED, BUT IS NOT EXHAUSTIVE

Please do not write in this margin

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

1  
AS

Particulars as to commission allowance or discount (note 3)

NIL

Signed

Macfarlanes

Date

28/2/06

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)

## 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 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

## SCHEDULE

**Schedule to the Form 395 in respect of the Charge given by London and Regional Properties Limited (the "Company") in favour of the Chargee dated 9 February 2006 (the "Form 395").**

### Definitions

In this Schedule to the Form 395 the following words and expressions shall have the meanings respectively set out against them below:-

**Account:** the account numbered 10299848 with RBS in the name of the Company or any replacement or substitute for such account;

**Banks:** BoI and RBS and "**Bank**" shall mean either of the Banks;

**BoI:** The Governor and Company of the Bank of Ireland acting through its office at 11-13 Castle Street Edinburgh EH2 3AH;

**BoI Money Market Account:** means the clearing account of The Governor and Company of the Bank of Ireland maintained with Lloyds Bank plc with account number 01033515, or any replacement or substitute for such account;

**BoI Money Market Deposit:** means the amount of the money market deposit, in the name of the Company, at any time held with the BoI Money Market Account, or any replacement or substitute for such deposit, and:

- (a) all interest accruing on such monies; and
- (b) all rights to prepayment of any of the same;

**Deposits:** means the RBS Deposit and the BoI Money Market Deposit;

**Development Agreement:** means the development agreement dated 9 February 2006 made between the Developer (1) and the Partnership (2) to procure the construction of an office building with associated parking and pedestrian areas, landscaping and servicing at the Property;

**Developer Leases:** has the meaning given to that expression in the Development Agreement;

**Property:** has the meaning given to that expression in the Development Agreement;

**RBS:** The Royal Bank of Scotland plc acting through its office at 38 Mosley Street, Manchester M60 2BZ;

**RBS Deposit:** all sums which are now or may from time to time in the future be deposited in the Account and all other sums from time to time standing to the credit of the Accounts, together with all interest from time to time credited thereto, and the debts represented by all of the foregoing; and references to the Deposit shall include references to any part of it;

**Rights:** means all rights, title, interest and benefit in and to the BoI Money Market Deposit;

**Secured Liabilities:** the obligation of the Company to pay the rent first reserved under the Developer Leases for the period of five years commencing on the date of this Agreement; and

**Security Interest:** any charge, pledge, lien, assignment by way of security, right of set-off or other encumbrance whatsoever, howsoever created or arising.

### **Part 1**

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

The Company covenanted with the Chargee that it will pay on demand and discharge the Secured Liabilities in accordance with the Development Agreement.

### **Part 2**

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

- 1.2 The Company with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities charged all its right, title and interest in and to the RBS Deposit absolutely by way of first fixed charge to the Chargee.
- 1.3 The Company with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 and as continuing security for the payment and discharge of the Secured Liabilities assigned the Rights to the Chargee.
- 1.4 The Chargee will be under no obligation in respect of the Deposits as a consequence of this Charge and the Company will at all times remain liable to perform any obligations on its part relating to the Deposits.
- 1.5 The Chargee will, upon the irrevocable payment and discharge in full of the Secured Liabilities, at the expense of the Company discharge the security hereby constituted.

### **Part 3**

#### **Other restrictions**

- 1 The Company covenanted with the ~~Bank~~ *Chargee* that the Company will not at any time, except with the prior written consent of the ~~Bank~~:
  - 1.1 withdraw or transfer, or attempt to withdraw or transfer, the whole or any part of either of the Deposits; or
  - 1.2 create or purport to create or permit to subsist any Security Interest on or in relation to the Deposits securing any obligation of any person; or
  - 1.3 assign, transfer or otherwise dispose of all or any part of its right, title or interest in or to the Deposits; or
  - 1.4 vary the terms of any agreement with the Banks relating to the Deposits or the Account.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02909660

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE DATED THE 9th FEBRUARY 2006 AND CREATED BY LONDON AND REGIONAL PROPERTIES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO GOLD 10 PROPERTY PLUS LP ACTING BY ITS GENERAL PARTNER GOLD 10 GENERAL PARTNER 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 28th FEBRUARY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2nd MARCH 2006.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —