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## COMPANIES FORM No. 395

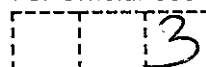
## Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

395

To the Registrar of Companies

For official use



Company number

3007711

Name of company

LONDON &amp; REGIONAL ESTATES (PRESTON) LIMITED ("the Company")

Date of creation of the charge

6th January 1997 ✓

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

CHARGE ("the Charge")

Amount secured by the mortgage or charge

All present and future obligations and liabilities of the Company to Julian Hodge Bank Limited ("the Bank") from time to time under the Facility Letter and the Security Documents to which the Company is a party ("the Secured Liabilities")

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

Julian Hodge Bank Limited ✓  
10 Windsor Place  
Cardiff

Postcode

CF1 3BX

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

Travers Smith Braithwaite  
10 Snow Hill  
London EC1A 2AL

Ref: PAL/ERS

Time critical reference

For official use  
Mortgage section

Post room



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COMPANIES HOUSE 09/01/97

1. The Company with full title guarantee and as a continuing security for the payment and/or discharge of the Secured Liabilities by the Charge charges and assigns and agrees to charge and assign by way of security to the Bank all the Company's right, title and interest in the Agreement, including all claims thereunder and the right to damages arising in relation thereto and any damages received by the Company in relation thereto from time to time, as a continuing security in favour of the Bank for the discharge of the Secured Liabilities, provided that unless and until an Event of Default shall have occurred, nothing therein shall require the Company to give notice of the assignment to the parties referred to in the Schedule to the Charge with whom the Company has contracted

2. The Company represents to the Bank that it has not created, and covenants with the Bank that without the prior written consent of the Bank it will not create, any mortgage, pledge, lien, charge or other security over, and has not otherwise encumbered, assigned or transferred and will not otherwise encumber, assign or transfer, the whole or any part of its right, title or interest in or to the Agreement except pursuant to the terms of the Facility Letter

(See Continuation Sheet)

Particulars as to commission allowance or discount (note 3)

NIL

Signed

*Travis Smith Brantwhite*

Date 7 January 1997

On behalf of [company] [mortgagee/chargee]

## 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 despatched 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 office 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.

# COMPANIES FORM No. 395

## Particulars of a charge (continued)

Company number

3007711

Name of company

LONDON & REGIONAL ESTATES (PRESTON) LIMITED

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

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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**Definitions:**

**Agreement:** a JCT Agreement dated 28th November 1996 in respect of a repair and alteration scheme at 95 Fishergate, Preston (as the same may be varied, extended and/or replaced from time to time);

**Event of Default:** any of those events specified in Clause 9 of the Mortgage;

**Facility Letter:** an offer letter (as from time to time amended, varied, novated or supplemented) dated 8th October 1996 from the Bank to the Company (and acknowledged and accepted by the Company on 13th November 1996), by which the Bank agreed to make available to the Company a loan facility on the terms and conditions set out in the Facility Letter subject, inter alia, to the grant by the Company to the Bank of the security constituted by, inter alia, the Charge;

**Mortgage:** the mortgage over the property known as 95 Fishergate, Preston dated 15th May 1995 between the Company and the Bank;

**Security Documents:** the Mortgage, the Charge, any document which evidences or regulates or otherwise sets out the terms and conditions relating to the Secured Liabilities or comprises security therefor and all other documents from time to time entered into by the Company in connection with or pursuant to the terms of the Facility Letter, the Mortgage, the Charge or any other such document

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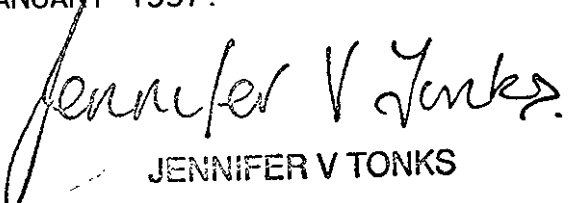
## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03007711

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE DATED THE 6th JANUARY 1997 AND CREATED BY LONDON & REGIONAL ESTATES (PRESTON) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO JULIAN HODGE BANK LIMITED UNDER THE FACILITY LETTER AND THE SECURITY DOCUMENTS TO WHICH THE COMPANY IS A PARTY WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 9th JANUARY 1997.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13th JANUARY 1997.

  
JENNIFER V TONKS  
for the Registrar of Companies

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C O M P A N I E S H O U S E

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