

M

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

20213 12.95
M395 S3 Corporate (1995)

395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

--	--	--	--

3258727

Name of company

* ACP Developments Ltd
("the Mortgagor")

Date of creation of the charge

20TH DECEMBER 1996

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

Mortgage Deed ("the Mortgage")

Amount secured by the mortgage or charge

All money and liabilities whether actual or contingent (including further advances made after the date of the Mortgage by Lloyds Bank Plc ("the Bank") and secured directly or indirectly by the Mortgage) which then were or at any time thereafter might be due owing or incurred from or by the Mortgagor to the Bank anywhere or for which the Mortgagor might be or become liable to the Bank on any current or other account or in any manner whatsoever without limitation (and whether alone or jointly with any other person, firm or corporation and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due owing or incurred to some other person, firm or corporation and have subsequently become due owing or incurred to the Bank as a result of a transfer, assignment or other transaction or by operation of law) together with interest on all such money and liabilities to the date of payment, commission and other banking charges and legal, administrative and other costs, charges and expenses incurred by the Bank in relation to the Mortgage or in enforcing the security thereby created on a full and unqualified indemnity basis and a reasonable fee for any work undertaken by the Bank in relation to such enforcement.

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

Lloyds Bank Plc
Regional Securities Centre, Dept 9986
P.O. Box 534, 34 High St., Bedford, MK40 1XY
Postcode

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

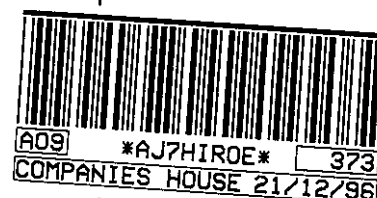
GISBY HARRISON
GOFFS OAK HOUSE GOFFS LANE
CHESHUNT HERTS
EN7 5HG
REF: DLJ

Time critical reference

For official Use

Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

- Please do not
write in this
binding margin

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

Particulars as to commission, allowance or discount (note 3)

NIL

Signed

Date _____

1996

On behalf of ~~[company]~~ [mortgagee/~~charges~~]

Lloyds Bank Plc

†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.

Short particulars of all the property mortgaged or charged (Continued)

Please do not
write in this
binding margin

The expression "Mortgaged Premises" means the assets, rights and properties described in (a), (b), (c), (d) and (e) above and references to the "Mortgaged Premises" include references to any part of it.

The Mortgagor may not without the prior consent in writing of the Bank:

- (a) (i) (except as expressly provided for in the Mortgage) sell, assign, license, sub-license, discount, factor or otherwise dispose of or deal in any other way with, the Mortgaged Premises (other than the Mortgaged Chattels);
- (ii) sell or otherwise dispose of all or any part of the Mortgaged Chattels except by way of sale, assignment, licence or sub-licence in the ordinary course of business;
- (b) (i) create or permit to subsist or arise any mortgage, debenture, hypothecation, charge, assignment by way of security, pledge or lien or any other encumbrance or security whatsoever (other than a prior mortgage or charge mentioned in the Second Schedule to the Mortgage) over all or any part of the Mortgaged Premises;
- (ii) enter into any contractual or other agreement which has or may have an economic effect similar or analogous to any such encumbrance or security as would be prohibited by (b)(i) above.

By Sub-clause 5(d) of the Mortgage, the Mortgagor covenanted that it would pay into its account or accounts with the Bank the proceeds of book and other debts, monetary claims and choses in action, rentals and other amounts charged by way of fixed charge under the Mortgage.

SCHEDULE

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

The ~~Freehold/Leasehold~~ ^X ~~Freehold~~ property known as or being 23, 25 & 27 Highbridge Street Waltham Abbey Essex

including the entirety of the property comprised in the document(s) particulars of which are set out below:

Date	Description (Conveyance, Lease, Assignment, Assent, etc.)	Parties
Land Certificate(s) Title No.(s)		County/London Borough
EX347247		ESSEX

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03258727

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE DEED DATED THE 20th DECEMBER 1996 AND CREATED BY ACP DEVELOPMENTS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO LLOYDS BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 21st DECEMBER 1996.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24th DECEMBER 1996.

Peter C Protheroe

for the Registrar of Companies



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

HC026B

Post
LM
24/12