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CHFP025

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

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

113

05099809

Name of company

\* Life Property (Solstice) Limited (company number 05099809) (the "Mortgagor")

Date of creation of the charge

22 December 2005

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

A legal charge made between the Mortgagor and the Bank (as defined below) dated 22 December 2005 (the "Legal Charge")

Amount secured by the mortgage or charge

Please see attached

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

EFG Private Bank Limited (the "Bank")  
12 Hay Hill  
London

Postcode W1J 6DW

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

Nabarro Nathanson  
Lacon House  
Theobald's Road  
London  
WC1X 8RW

P1031/12

Time critical reference

For official Use (02/00)  
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

Please see attached

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

Signed

*NABARRO NATHANSON*

Date 29 December 2005

On behalf of ~~XXXXXXXX~~ [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

**Companies form 395**  
**Particulars of a mortgage or charge**  
**Continuation sheet - Rider**

**Life Property (Solstice) Limited (Company Number 05099809)**

**Amount secured by the mortgage or charge**

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The Mortgagor will on demand in writing made to it by the Bank pay or discharge to the Bank:-

- 1.1 all moneys whether principal or interest which now are, or shall at any time after 22 December 2005 (and whether on or after each such demand) become, due or owing to the Bank by the Mortgagor either alone or jointly with any other person on any current or other account, and all other obligations and liabilities whatever of the Mortgagor to the Bank, whether actual or contingent, whether arising in contract, tort or otherwise and whether as principal or surety;
- 1.2 all sums becoming due under this security and all discount, commission, fees or other lawful charges and expenses which the Bank may in the course of its business charge in respect of any of the matters aforesaid or for keeping the Mortgagor's accounts and the Mortgagor will on such demand also retire all bills or notes for the time being under discount with the Bank and to which the Mortgagor is a party, whether as drawer, acceptor, maker or endorser, without any deduction whatsoever; and
- 1.3 interest on each of the foregoing, computed and compounded according to the usual mode of the Bank as well after as before any demand made or judgment obtained under the Legal Charge shall accrue on a daily basis from the dates on which the same are incurred or become due (without the necessity for any demand being made for payment thereof) at such rate as is agreed from time to time in relation to each of the foregoing or, to the extent not so agreed, at the Bank's sterling base rate (or, in respect of any sum not in sterling, an equivalent interest rate for the relevant currency, to be determined by the Bank) plus eight per centum per annum and be payable in arrears on such dates as may be agreed, or, to the extent not so agreed, such interest payment dates as the Bank may select.

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

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**1. CHARGING CLAUSE**

- 1.1 As security for the payment or discharge of all moneys and other liabilities hereby covenanted to be paid or discharged by the Mortgagor, the Mortgagor with full title guarantee hereby:-
  - 1.1.1 charges to the Bank by way of legal mortgage the property described in the First Schedule and ~~all buildings fixtures~~ (including trade and tenants' fixtures) fixed plant and machinery at any time thereon

1.1.2 charges to the Bank by way of fixed charge, all rights and interests of the Mortgagor in, and claims under, all policies of insurance and assurance now or hereafter held by, or insuring to the benefit of, the Mortgagor in relation to the Mortgaged Property;

1.1.3 assigns to the Bank the benefit of and all rights and remedies of the Mortgagor in relation to all guarantees, warranties and representations given or made by and any rights or remedies against, all or any of the architects, quantity surveyors, engineers or other professionals at any time engaged by the Mortgagor in relation to the design, construction or inspection of any works carried out at the Mortgaged Property including all sums recovered from any such persons TO HOLD to the Bank absolutely subject nevertheless to redemption upon payment or discharge of all moneys and other liabilities hereby covenanted to be paid or discharged by the Mortgagor;

1.1.4 assigns to the Bank the Rental Sums together with the benefit of all rights and remedies of the Mortgagor relating thereto TO HOLD to the Bank absolutely subject nevertheless to redemption upon payment or discharge of all moneys and other liabilities hereby covenanted to be paid or discharged by the Mortgagor; +15

1.1.5 charges to the Bank by way of fixed charge any goodwill relating to the Mortgaged Property;

1.1.6 if the Mortgagor is a company, charges to the Bank by way of floating charge, all the assets, plant, machinery, fittings and other chattels of the Mortgagor not herein before effectively charged and which are situate at any time at or are used in connection with the Mortgaged Property.

1.2 The Mortgagor shall be liable under its full title guarantee covenants for anything which:-

(i) at the time of this security is within the actual knowledge; or

(ii) is a necessary consequence of facts that are then within the actual knowledge

of the Bank and accordingly Section 6 (2) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not apply to this security.

## **2. NEGATIVE PLEDGE AND OTHER RESTRICTIONS AND RELATED COVENANTS**

2.1 The Mortgagor shall not, without the prior written consent of the Bank:-

2.1.1 create or permit to subsist (other than in favour of the Bank) any Encumbrance on the whole or any part of the Mortgaged Assets; or

2.1.2 dispose of the equity of redemption in the Mortgaged Property.

In the interpretation of this Form 395 and rider:

**"Encumbrance"** shall be construed as a reference to a mortgage charge pledge lien or other encumbrance or security interest securing any obligation;

**"Mortgaged Assets"** means all the property, assets and rights of the Mortgagor charged or assigned to the Bank by virtue of Clause 2 of the Debenture;

**“Mortgaged Property”** means the freehold or leasehold property of the Mortgagor charged to the Bank by virtue of Clause 2.1 of the Debenture;

**“Rental Sums”** means all rents, profits, income, fees and other sums at any time payable by any lessees, underlessees, tenants or licensees of the Mortgaged Property to the Mortgagor pursuant to the terms of any agreements for lease, leases, underleases, tenancies or licences to which all or any part of the Mortgaged Property is subject but not any sums payable in respect of services provided to such lessees, underlessees, tenants or licensees or payable in respect of insurance premiums or reasonable professional fees or expenses.

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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. 05099809

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 22nd DECEMBER 2005 AND CREATED BY LIFE PROPERTY (SOLSTICE) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO EFG PRIVATE BANK LIMITED ON ANY ACCOUNT WHATSOEVER 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 29th DECEMBER 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5th JANUARY 2006.

*P. Bann*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES