

403a

CHFP025

Pursuant to section 403(1) of the Companies Act 1985

**To the Registrar of Companies
(Address overleaf)**

For official use

Company number

122

1680058

* Insert full name
of company

Name of company

*Foxtons Limited (the "Company")

1. Michael Ross Brown
of 1 Ayres End Cottages, Harpenden AL5 1AL

† Delete as appropriate

† Insert a description of the instrument(s) creating or evidencing the charge, eg 'Mortgage', 'Charge', 'Debenture' etc

§ The date of registration may be confirmed from the certificate

- Insert brief details of property

[a director] ~~XXXXXXXXXXXXXXXXXXXX~~ ~~XXXXXXXXXXXX~~ † of the above company, do
solemnly and sincerely declare that the debt for which the charge described below was given has been
paid or satisfied in (full) ~~(part)~~ ~~XXXX~~ †

Date and Description of charge † Debenture 29 November 2002 (the "Debenture")

Date of Registration § 19 December 2002

Name and address of [chargee] ~~XXXXXX XXXXXXXX XXXXXXXX~~ The Governor and Company
of the Bank of Scotland, Telford House, 3 Mid New Cultins, Edinburgh
("BoS")

Short particulars of property charged ☒ Please see the attached Schedule 1

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835

Declared at Royal London House,
22-25 Finsbury Square, London EC2A 1DX

Declarant to sign below

on

Day	Month	Year
1 5	0 6	2 0 0 7

before me William

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths

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

Dickson Minto W S
Royal London House
22-25 Finsbury Square
London EC2A 1DX

Ref Foxtons xfd

For official use
Mortgage section

Post room

TUESDAY



*AMJZTQJG

A21

19/06/2007

195

COMPANIES HOUSE

Notes

The address for companies registered in England and Wales or Wales is -

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF14 3UZ

SCHEDULE 1

Short particulars of property mortgaged or charged.

The Company charged to **BoS** as a continuing security and with full title guarantee for the payment or discharge of the Secured Liabilities

- 1 by way of legal mortgage all the freehold and leasehold property now vested in it whether or not the title to the property is registered at H M Land Registry together with all present and future buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property,
- 2 by way of fixed charge
 - (a) all future freehold and leasehold property belonging to the Company together with all buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property,
 - (b) all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use land and the benefit of all other agreements relating to land to which it is or may become party or otherwise entitled and all fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property charged under the Debenture,
 - (c) all the Company's goodwill and uncalled capital for the time being,
 - (d) all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights and interests accruing or offered at any time in relation to them, all rights and interests in and claims under all policies of insurance and assurance held or to be held by or insuring to the benefit of the Company and the benefit of all rights and claims to which the Company is now or may be entitled under any contracts,
 - (e) all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by the Company or in which it may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by the Company or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world,
 - (f) all present and future book and other debts and monetary claims of the Company whether payable now or in the future and the benefit of

all present and future rights and claims of the Company against third parties relating to them and capable of being satisfied by the payment of money (save as charged under sub-clause 3 1 2 4 of the Debenture),

- (g) all present and future plant and machinery not otherwise charged under Clause 3 of the Debenture and all other present and future chattels of the Company (excluding any of the same for the time being forming part of the Company's stock in trade or work in progress), and
 - (h) all present and future bank accounts, cash at bank and credit balances of the Company with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest),
- 3 by way of floating charge all the Assets not effectively otherwise charged by Clause 3 of the Debenture, including (without limitation) any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in sub-clause 3 1 2 of the Debenture, but so that the Company is prohibited from creating any fixed security or mortgage or any other floating charge over the Assets having priority over or ranking pari passu with the floating charge created by sub-clause (otherwise than in favour of BoS) and the Company will have no power without the consent of BoS to part with or dispose of any part of those Assets except by way of sale in the ordinary course of its business

NOTE

The Debenture contains, inter alia, the following provisions

The Company will save as permitted under the facility letter not without the previous written consent of BoS

- (a) create or attempt to create or permit to subsist any mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or encumbrance on any Asset charged under the Debenture, or
- (b) dispose of or part with possession in any way (except on the determination of any lease, tenancy or licence) or share occupation of any Asset; or
- (c) in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset

Definitions

"Assets" shall mean the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company

"Secured Liabilities" shall mean all or any monies and liabilities which will for the time being (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to BoS by the Company, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not BoS shall

have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which BoS may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded according to the usual BoS rates and practice as well after as before any demand made or decree obtained under the Debenture