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* insert full name
of Company

COMPANIES FORM No. 395

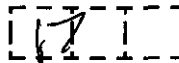
Particulars of a mortgage or charge

A fee of £10 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



1680058

Name of company

* FOXTONS LIMITED

Date of creation of the charge

15 DECEMBER 2000

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

A rent deposit deed (the "Rent Deposit Deed") dated 15 December 2000 made between (1) THE ROYAL BANK OF SCOTLAND TRUST COMPANY (JERSEY) LIMITED AND RBSI TRUST COMPANY LIMITED (the "Landlord") (2) FOXTONS LIMITED (the "Tenant") and (3) HEVEN HOLDINGS LIMITED (the "Surety")

Amount secured by the mortgage or charge

The performance by the Tenant of its obligations contained in the following:

(a) the Agreement for Lease made on 15 December 2000 between (1) THE ROYAL BANK OF SCOTLAND TRUST COMPANY (JERSEY) LIMITED AND RBSI TRUST COMPANY LIMITED (2) STANHOPE PLC (3) FOXTONS LIMITED and (3) HEVEN HOLDINGS LIMITED;

(b) the Lease to be granted in accordance with the terms of the Agreement for Lease and to be made between (1) THE ROYAL BANK OF SCOTLAND TRUST COMPANY (JERSEY) LIMITED AND RBSI TRUST COMPANY LIMITED (2) STANHOPE PLC (3) FOXTONS LIMITED and (3) HEVEN HOLDINGS LIMITED; and

(c) the Rent Deposit Deed;

(continued on page 2 of the continuation sheet)

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

The Royal Bank of Scotland Trust Company (Jersey) Limited and RBSI Trust Company Limited (as Trustees of the Chiswick Park Unit Trust) whose registered offices are both at PO Box 298 Waverley House 59/63 Bath Street St Helier Jersey (the "Chargee")

Postcode JE4 8TL

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

Ashurst Morris Crisp
Broadwalk House
5 Appold Street
LONDON
EC2A 2HA

ABS/664S00035

Time critical reference

For official Use
Mortgage Section

Post room



LD3
COMPANIES HOUSE

0188
03/01/01

Short particulars of all the property mortgaged or charged

All the Company's right and entitlement to the Rent Deposit Monies from time to time standing to the credit of the Rent Deposit Account set up by the Landlord in accordance with the provisions of the Rent Deposit Deed and its right and entitlement to be repaid the same or an amount equal to the same pursuant to the terms of the Rent Deposit Deed.

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Particulars as to commission allowance or discount (note 3)

None

Signed

Ashurst Morris Crisp

Date

28 December 2000

On behalf of ~~[company]~~ ~~[mortgagee/chargee]~~ †

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

† 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.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF14 3UZ

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Particulars of a mortgage or charge (continued)

Continuation sheet No 1
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

1680058

Name of Company

FOXTONS LIMITED

Limited*

* delete if
inappropriate

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

including without prejudice to the generality of the foregoing the Tenant's obligations to pay to the Chargee on demand the following:

- (a) the rents reserved by and the other sums payable under the Lease which have not been paid within seven days after the due date for payment
- (b) in the event of forfeiture or disclaimer of the Lease the rents and other sums which would have been payable under the Lease (had it not been forfeited or disclaimed) for the period from the date of forfeiture or disclaimer until the earlier of:-
 - (i) the date six months from the date of disclaimer or forfeiture and
 - (ii) the date from which a full market rent is payable under a new lease of the Premises granted on terms substantially similar to those contained in the Lease
- (c) in the event of termination of the Agreement for Lease in accordance with clause 16.1 thereof the rent and sums which would have been payable under the Lease (had it been granted) until the date on which a new agreement for lease is entered into by the Landlord in respect of the Premises
- (d) in the event of any breach of the Tenant's or Guarantor's covenants or other obligations under the Agreement for Lease and/or the Lease not having been remedied within two months following written notice to the Tenant such sums as would meet (or if the Rent Deposit Monies are insufficient would go towards meeting) the loss suffered by the Landlord in respect of such breach
- (e) all legal costs and other fees and expenses properly incurred by the Landlord in enforcing the terms of the Agreement for Lease the Lease or the Rent Deposit Deed

together in each case with an amount equal to such Value Added Tax as is or would have been properly chargeable thereon

DEFINITIONS:

"Premises" means the buildings known as Ground Floor Building 1 Chiswick Park London W1 and being more particularly described in the Agreement for Lease

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

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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. 01680058

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A RENT DEPOSIT DEED DATED THE 15th DECEMBER 2000 AND CREATED BY FOXTONS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE ROYAL BANK OF SCOTLAND TRUST COMPANY (JERSEY) LIMITED AND RBSI TRUST COMPANY LIMITED AS TRUSTEES OF THE CHISWICK PARK UNIT TRUST UNDER THE AGREEMENT FOR LEASE OF EVEN DATE; THE LEASE TO BE GRANTED IN ACCORDANCE WITH THE TERMS OF THE AGREEMENT FOR LEASE AND THE RENT DEPOSIT DEED WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 3rd JANUARY 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5th JANUARY 2001.

LC
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Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES