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COMPANIES FORM No. 395

114237/80

Particulars of a mortgage or charge

395

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

CHFP025

Please do not write in this margin

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

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

2111

1680058

Name of company

* Foxtons Limited (the "Borrower")

Date of creation of the charge

29 November 2002

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

Legal charge (the "Charge")

Amount secured by the mortgage or charge

Please see the attached schedule 1

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

The Governor and Company of the Bank of Scotland
Telford House
3 Mid New Cultins
Edinburgh (the "Bank")

Postcode EH11 4DH

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

Taylor Wessing
Carmelite
50 Victoria Embankment
Blackfriars
London EC4Y 0DX

Ref: SWL/AGS/BOS-27-1

Time critical reference

For official Use
Mortgage Section

Post room



LD4
COMPANIES HOUSE

LNC16GV2

0435
19/12/02

Short particulars of all the property mortgaged or charged

Please see the attached schedule 2

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

Taylor Wessing

Date 18 December 2002

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

SCHEDULE 1

Amount secured by mortgage or charge

The Debt

SCHEDULE 2

Short particulars of property mortgaged or charged

The Chargor with full title guarantee charged as security for the Debt:

- (a) by way of legal mortgage the Property;
- (b) by way of fixed charge all buildings and other structures on, and items fixed to, the Property;
- (c) by way of fixed charge any goodwill relating to the Property or the business or undertaking conducted at the Property;
- (d) by way of fixed charge all plant, machinery and other items affixed to and forming part of the Property on or at any time after the date of the Charge;
- (e) by way of assignment the Rental Sums together with the benefit of all rights and remedies of the Chargor relating to them to hold to the Bank absolutely subject to redemption upon repayment of the Debt;
- (f) by way of fixed charge the proceeds of any claim made under any insurance policy relating to any of the property charged under the Charge; and
- (g) by way of a floating charge all unattached plant, machinery, chattels and goods at the date of the Charge or at any time thereafter on or in or used in connection with the Property or the business or undertaking conducted at the Property.

NOTE

The Charge contains, inter alia, the following provisions:

- 1. The Chargor will not without the prior written consent of the Bank:
 - (a) grant or accept the surrender of any lease or tenancy of all or part of the Property whether under the powers given by Sections 99 and 100 of the Law of Property Act 1925 or otherwise;
 - (b) extend, renew or vary either the Lease or any lease or tenancy granted by the Owner or his predecessors in title in favour of any third party of all or part of the Property;
 - (c) give any consent to transfer or underlet any such lease or tenancy;
 - (d) give up the possession of all or any part of the Property or grant any licence or right to occupy all or any part of the Property; or
 - (e) agree to do any of such things.

2. The Chargor agrees with the Bank as follows:

- (a) not to create or attempt to create or allow to be created or to exist (whether by a specific agreement imposed by rule of law or Act of Parliament) any charge or lien of any kind over the Property without the prior written consent of the Bank;
- (b) not to sell, transfer, lease or otherwise dispose of all or any part of the Property, or agree to do so, whether at law or in equity, without the prior written consent of the Bank;
- (c) not, without the prior written consent of the Bank, to make any structural alteration to any buildings or other erections on the Property or to apply for any planning consent for the development or change of use of the Property, or to do or allow or omit to be done anything which might adversely affect the value of the Property;
- (d) not to do, or allow to be done, nor omit to do, anything on the Property which might prejudicially affect any insurance policy in respect of the Property;
- (e) without the prior written consent of the Bank not to do or allow to be done or omit to do on the Property anything which might lead either to the Chargor incurring any liabilities or committing any offence under the Environmental Protection Act 1990 or incur any other liability as a result of the pollution of the Property or to the Property being entered upon any registers of land which may have been put to a contaminative use under that Act and further to send copies to the Bank of any notice received in connection with environmental matters relating to the Property.

Definitions

In the above schedules:

"Conditions" means the Bank's Commercial Charge Conditions (1995 Edition).

"Debt" means all sums of money owed and all liabilities or obligations to be carried out to the Bank at any time and from time to time by the Chargor whether:

- (a) they arise before or after the Bank has demanded that they are repaid or carried out;
- (b) they are owed or to be carried out immediately or only after a stated event has occurred;
- (c) the Chargor owes or is to carry them out on his own or jointly with any other persons;
- (d) the Chargor owes or is to carry them out on his own account or as guarantor for other persons; together with Interest upon them and Expenses relating to them.

"Expense" or "Expenses" mean the total of the following:

- (a) any commission and other charges which the Bank may from time to time charge to the Chargor in the ordinary course of the Bank's business in respect of the Debt or any service provided by the Bank to the Chargor;
- (b) any costs, charges, premiums, fees and expenses incurred from time to time by the Bank or the Receiver under the Conditions and which are either repayable by the Chargor under the Conditions or are incurred in the exercise by the Bank or the Receiver of their powers under the Conditions;

- (c) any costs, charges and expenses incurred by the Bank or the Receiver in connection with the Bank or the Receiver doing anything to protect the Mortgage or to obtain possession of or sell or deal (in any other way allowed by the Conditions) with the Property;

together with Value Added Tax upon such sums where appropriate.

"Interest" means any sum of money payable to the Bank by way of interest upon the Debt.

"Property" means all that leasehold property comprising the ground floor of 73-79 Balham High Road, London SW12 as the same is more particularly described in and demised by a lease dated 21 August 2002 and made between Goldcrest Homes (Balham) Limited (1) and Foxtons Limited (2).

"Receiver" means any person (who may be an employee of the Bank) who is appointed by the Bank in writing to be the receiver and manager of all or any part of the Property and also any person who is substituted by the Bank in writing for such person.

"Rental Sums" means all rents, profits, income, fees and other sums at any time payable by any lessees, underlessees, tenants or licensees of the Property to the Chargor pursuant to the terms of any agreements for lease, leases, underleases, tenancies or licences to which all or any part of the 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.

FILE COPY



**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 LEGAL CHARGE DATED THE 29th NOVEMBER 2002 AND CREATED BY FOXTONS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 19th DECEMBER 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24th DECEMBER 2002.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —