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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



395

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

008417/10



3249445

Name of company

* QUANTUM SECURITIES LIMITED

Date of creation of the charge

16 JUNE 2003

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

LEGAL CHARGE

Amount secured by the mortgage or charge

The principal sum secured by the charge and all other sums which are now or may at any time be owing to the Mortgagee by the Company on any other account whatsoever (whether with or without other security).

As beneficial owner (and to the intent that the security so constituted shall be a continuing security in favour of the Bank for the Secured Obligations extending to all beneficial interest of the chargor in the property hereby charged and to any proceeds of sale or other realisation thereof or any part thereof) the Chargor hereby:-

Charges by way of fixed charge all shares rights benefits and advantages at any time arising in any residents' or management company is entitled now or from time to time.

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

HABIB BANK AG ZURICH
42 Moorgate, London

Postcode EC2R 6JJ

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

Batt Holden
The Old Exchange, 12
Compton Road, Wimbledon,
London, SW19 7QD

H43.667 Milfa

Time critical reference

For official Use
Mortgage Section

Post room



A49
COMPANIES HOUSE

0601
21/06/03

CHFP025

Please do not
write in
this margin

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

*insert full name
of Company

Short particulars of all the property mortgaged or charged

Please refer to attached schedule.

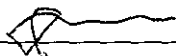
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legibly, preferably
in black type, or
bold block
lettering

Particulars as to commission allowance or discount (note 3)

None

Signed



Date 19 June 2003

On behalf of [XXXXXX] [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 situated 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

Short Particulars of all the property mortgaged or charged

1. The Mortgaged Property means the land and property known as 169 and 169a Brockley Road and 12 Harefield Mews, Lewisham, London SE13 registered under Title Number SGL382720 (and where such property is leasehold any present or future right interest or term conferred upon the Chargor in relation thereto by virtue of any legislation including (without limitation) Part II of the Landlord and Tenant Act 1954 and the Leasehold Reform Housing and Urban Development Act 1993) together with all buildings trade and other fixtures and fittings fixed plant and machinery from time to time thereon together with where the context requires or admits the Chattels the Assigned Property and the Shares and in all cases where the context requires or admits the term shall include both the whole and each and any part or parts of the Mortgaged Property provided that the term "Mortgaged Property" shall not include any item belonging to the Chargor (or any party comprised in the expression the "Chargor") or in which the Chargor (or such party) may have an interest being an item which would or would be deemed to be a "personal Chattel" within the Bills of Sale Act 1878 and shall not include any item (if not already excluded by the foregoing) which would lead to this Legal Charge being considered to be a bill of sale.
2. Charges by way of fixed charge all shares rights benefits and advantages at any time arising in any residents' or management company connected with the Mortgaged Property and in which the Chargor is entitled now or from time to time.
3. (in the event only of the Chargor being a body corporate) charges by way of first floating charge all the Chattels.
4. (in the event only of the Chargor being a body corporate) charges by way of fixed charge all present and future book and other debts other monetary claims and choses in action owing or belonging to the Chargor and arising in connection with the Mortgaged Property or any business at any time carried on thereon and the proceeds thereof including (without limitation):
 - (a) any amounts owing to the Chargor by way of rent licence fee or service charge by any tenant or licensee (in each case whether present or future) of the Mortgaged Property and any ground rents and rent-charges owing to the Chargor in connection with the Mortgaged Property (and in each case the proceeds thereof);
 - (b) any amounts owing or which may become owing to the Chargor under any building construction or development contract entered into in connection with the Mortgaged Property or by virtue of the Chargor's rights under any retention or other trusts in connection therewith whether or not any certificate as to the amount due has been issued in respect thereof (and the proceeds thereof).
5. Assigns to the Bank the goodwill of the business (if any) now or at any time hereafter carried on by the Chargor at the Mortgaged Property and the full benefit of the Mortgaged Licences (if any) and also the full right to recover and receive all compensation which may at any time become payable to the Chargor by virtue of the Licensing Act 1964 or any other statutory enactment to have receive and hold the same unto the Bank absolutely subject to redemption upon payment of all the Secured Obligations.
6. Assigns to the Bank the benefit of all guarantees or covenants by any surety or sureties of any of the lessee's obligations under any existing lease or underlease of the Mortgaged Property and without prejudice to clause 4.13 the Chargor will at any time if and when required by the Bank execute to the Bank or as the Bank shall direct an assignment or assignments of the benefit of all guarantees or covenants by any surety or sureties of any of the lessee's obligations under any lease or underlease of the Mortgaged Property hereinafter granted to secure the Secured Obligations such assignments to be prepared by or on behalf of the Bank at the cost of the Chargor and to contain all such clauses for the benefit of the Bank as the Bank may require provided that if at any time the Secured Obligations shall have been paid or discharged in full the Bank will at the request and cost of the Chargor re-assign any such guarantees and covenants which may have been assigned to the Bank by or pursuant to this clause to the Chargor.
7. Assigns to the Bank the right to receive and full benefit of all rentals payable to the Chargor by any tenant (present or future) of the Mortgaged Property provided that if at any time the money and liabilities hereby secured shall have been paid or discharged in full the Bank will at the request and cost of the Chargor re-assign such rights and benefits to the Chargor and the Chargor hereby covenants with the Bank to give such notice of such assignment to such tenant in such form as the Bank may require promptly on being requested by the Bank so to do.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03249445

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 16th JUNE 2003 AND CREATED BY QUANTUM SECURITIES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO HABIB BANK AG ZURICH ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 21st JUNE 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25th JUNE 2003.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —