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in black type or
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* Insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

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

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

Name of company

* BELSTONE HOMES LIMITED

Date of creation of the charge

6 NOVEMBER 2001

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

LEGAL CHARGE

Amount secured by the mortgage or charge

Please see continuation sheet.

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

HERITABLE BANK LIMITED whose registered office is at 24 Great King
Street, Edinburgh E3 6QN and having its London branch office at 52
Berkeley Square, London

Postcode W1J 5BD

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

Glovers
115 Park Street
London W1K 7DY
DX 44438 Marble Arch

Ref: AP/H0045265/4

Time critical reference

JASBL 210

3405

395

For official use Company number

03515674

For official use
Mortgage section

Post room



LD2
COMPANIES HOUSE

LZMQ15KM

0333
07/11/01

Short particulars of all the property mortgaged or charged

ALL THAT STRIP OF FREEHOLD LAND FORMING PART OF THE GARDEN OF KENWOOD, 4 PIPERS CLOSE, COBHAM, SURREY FORMING PART OF LAND REGISTERED AT H M LAND REGISTRY WITH ABSOLUTE TITLE UNDER TITLE NUMBER SY119565 AND COMPRISED IN A TRANSFER OF 31 JULY 2001 MADE BETWEEN RICHARD RADFORD FOSTER-KEMP AND DIANA FOSTER-KEMP (1) AND THE MORTGAGOR (2) ("THE PROPERTY") INCLUDING ALL BUILDINGS AND ERECTIONS THEREON AND ALL FIXTURES AND FITTINGS THEREIN AND ALL SERVICES AND MEANS OF ACCESS AND EGRESS THERETO AND THEREFROM AND ALSO ANY FURTHER PROPERTY ASSET OR RIGHT AS IS MENTIONED IN CLAUSE 5.7 OF THE LEGAL CHARGE BEING ANY PROPERTY ASSET OR RIGHT WHICH THE BANK OR THE RECEIVER MAY DEEM NECESSARY OR DESIRABLE FOR THE MORE ADVANTAGEOUS REALISATION OF ALL OR ANY PART OF THE PROPERTY AND ALL RENTS AND OTHER INCOME DERIVED FROM THE PROPERTY OR TO WHICH THE MORTGAGOR MAY BE OR BECOME ENTITLED THEREFROM TOGETHER WITH THE RIGHT TO RECOVER THE SAME (BY ACTION OR OTHERWISE) IN THE NAME OF AND FOR THE ACCOUNT OF THE MORTGAGOR.

PLEASE SEE CONTINUATION SHEET.

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed *GLOVER*

Date 6 NOVEMBER 2001

On behalf of [company] [mortgagee/chargee]*

*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 CF4 3UZ.

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Particulars of a mortgage or charge (continued)

Continuation sheet No 1
to Forms Nos 395 and 410 (Scot)

Company number

03515674

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

Name of company

BELSTONE HOMES

Limited*

*Delete if
inappropriate

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

1. ALL PRESENT AND/OR FUTURE INDEBTEDNESS OF THE MORTGAGOR TO THE BANK ON ANY ACCOUNT WHATSOEVER AS MENTIONED IN CLAUSE 3.1 OF THE LEGAL CHARGE BEING ALL MONEY OBLIGATIONS AND LIABILITIES WHICH NOW ARE OR AT ANY TIME HEREAFTER MAY BE DUE OWING OR INCURRED FROM OR BY THE MORTGAGOR TO THE BANK OR FOR WHICH THE MORTGAGOR MAY BE OR BECOME LIABLE TO IT IN WHATEVER CURRENCY DENOMINATED ON ANY CURRENT OR OTHER ACCOUNT OR IN ANY MANNER WHATEVER (WHETHER ALONE OR JOINTLY WITH ANY OTHER PERSON OR CORPORATE BODY AND IN WHATEVER STYLE OR FORM AND WHETHER AS PRINCIPAL OR SURETY) INCLUDING (WITHOUT PREJUDICE TO THE GENERALITY OF THE ABOVE) ALL LIABILITIES IN CONNECTION WITH FOREIGN EXCHANGE TRANSACTIONS AND FOR ACCEPTING ENDORSING OR DISCOUNTING ANY NOTES OR BILLS AND/OR UNDER BONDS GUARANTEES INDEMNITIES DOCUMENTARY OR OTHER CREDITS OR ANY INSTRUMENTS WHATSOEVER FROM TIME TO TIME ENTERED INTO BY THE BANK FOR OR AT THE REQUEST OF THE MORTGAGOR OR FOR ANY OTHER MATTER OR THING WHATSOEVER WHETHER OR NOT THE BANK WAS AN ORIGINAL PARTY TO THE RELEVANT TRANSACTION OR TRANSACTIONS BY VIRTUE OF WHICH SUCH INDEBTEDNESS OR ANY PART OF IT MAY FROM TIME TO TIME ARISE AND INCLUDING INTEREST TO THE DATE OF REPAYMENT (CALCULATED AT THE INTEREST RATE AND PAYABLE AS WELL AFTER AS BEFORE JUDGEMENT OR THE DEATH INSANITY INSOLVENCY OR OTHER INCAPACITY OF THE MORTGAGOR) COMMISSION FEES AND OTHER CHARGES AND ALL LEGAL AND OTHER COSTS CHARGES AND EXPENSES ON A FULL INDEMNITY BASIS TOGETHER WITH ANY VALUE ADDED TAX AT THE APPLICABLE RATE WHICH MAY BE OR BECOME DUE IN RESPECT OF ALL OR ANY SUCH MATTERS

2. ALL OTHER LIABILITIES WHATSOEVER OF THE MORTGAGOR TO THE BANK
PRESENT FUTURE ACTUAL OR CONTINGENT

3. ALL COSTS AND MORTGAGEES' EXPENSES ARISING UNDER THE LEGAL CHARGE
AS THEREIN PROVIDED

TOGETHER IN EACH CASE WITH INTEREST THEREON FROM DAY TO DAY FROM DEMAND
UNTIL FULL DISCHARGE (AS WELL AFTER AS BEFORE JUDGEMENT OR THE DEATH
INSANITY INSOLVENCY OR OTHER INCAPACITY OF THE MORTGAGOR) AT THE INTEREST
RATE

Please do not write in this margin Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

THE LEGAL CHARGE CONTAINS COVENANTS THAT THE MORTGAGOR WILL NOT WITHOUT THE WRITTEN CONSENT OF THE BANK PART WITH POSSESSION OF THE PROPERTY OR ANY PART OR GRANT A TENANCY OR LEASE OR ACCEPT A SURRENDER OF ANY TENANCY OR LEASE RELATING TO THE PROPERTY OR ANY PART THEREOF NOR TO RELEASE OR VARY ANY OF THE TERMS OF NOR GRANT ANY CONSENT LICENCE OR PERMISSION UNDER ANY SUCH TENANCY OR LEASE NOR AGREE ANY RENT REVIEW NOR EXERCISE ANY POWER TO DETERMINE OR EXTEND THE SAME AND FURTHER THAT THE MORTGAGOR WILL NOT PART WITH OR SHARE POSSESSION OR OCCUPATION OF THE PROPERTY OR PART THEREOF NOR GRANT TO ANY PERSON ANY LICENCE RIGHT OR INTEREST TO OCCUPY THE PROPERTY OR ANY PART THEREOF NOR CREATE OR PERMIT TO ARISE ANY OVERRIDING INTEREST (AS DEFINED IN THE LAND REGISTRATION ACTS) AND ALSO THAT THE MORTGAGOR WILL NOT ASSIGN TRANSFER OR OTHERWISE DISPOSE OF THE INTEREST OF THE MORTGAGOR IN THE PROPERTY OR ANY PART THEREOF NOR ATTEMPT OR AGREE SO TO DO AND NOT WITHOUT THE WRITTEN CONSENT OF THE BANK TO

1. CREATE OR ATTEMPT TO CREATE OR PERMIT TO SUBSIST ANY MORTGAGE OR CHARGE UPON OR PERMIT ANY LIEN OR OTHER ENCUMBRANCE TO ARISE ON OR AFFECT THE PROPERTY OR ANY PART OF IT NOR (IF SUCH CONSENT BE GIVEN) PERMIT THE SUMS SECURED BY ANY AUTHORISED CHARGE (EXCLUSIVE OF ACCRUED INTEREST) TO EXCEED SUCH AMOUNT AS SHALL BE APPROVED IN WRITING BY THE BANK

2. GRANT OR SUFFER TO BE CREATED OR ACQUIRED ANY OPTION PROPRIETARY RIGHT OR INTEREST OR ANY EASEMENT RIGHT LICENCE PRIVILEGE OR PROFIT A PRENDRE WHICH SHALL AFFECT OR IN ANY WAY RELATE TO THE PROPERTY OR ANY PART NOR DO OR CAUSE OR PERMIT TO BE DONE ANYTHING WHICH MAY IN ANY WAY DEPRECIATE JEOPARDIZE OR OTHERWISE PREJUDICE THE VALUE OF THE PROPERTY TO THE BANK AS SECURITY

THE LEGAL CHARGE ALSO CONTAINS COVENANTS ON THE PART OF THE MORTGAGOR TO DEPOSIT WITH THE BANK AND TO PERMIT THE BANK DURING THE CONTINUANCE OF THE SECURITY TO HOLD OR RETAIN ALL DEEDS AND DOCUMENTS OF TITLE RELATING TO THE PROPERTY OR ANY PART THEREOF AND SUCH OTHER DOCUMENTS RELATING TO THE PROPERTY AS THE BANK MAY FROM TIME TO TIME REQUIRE AND AT ANY TIME IF AND WHEN REQUIRED BY THE BANK TO PROVIDE SUCH INSTRUCTIONS AND AUTHORITIES ADDRESSED TO OR IN FAVOUR OF THE BANK OR OTHERWISE AND IN SUCH FORM AS THE BANK SHALL REQUIRE (INCLUDING ANY SUCH AS ARE REQUIRED FOR OR RELATE TO THE DUE PERFORMANCE OF THE MORTGAGORS OBLIGATIONS UNDER ANY OTHER COVENANT IN THE LEGAL CHARGE) AND TO EXECUTE SUCH FURTHER LEGAL OR OTHER MORTGAGES CHARGES OR ASSIGNMENTS IN FAVOUR OF THE BANK AS THE BANK SHALL FROM TIME TO TIME REQUIRE OVER ALL OR ANY PART OF THE PROPERTY AND ALL RIGHTS AND REMEDIES RELATING THERETO BOTH PRESENT AND FUTURE (INCLUDING ANY VENDOR'S LIEN) TO SECURE ALL MONEYS OBLIGATIONS AND LIABILITIES COVENANTED TO BE PAID IN OR OTHERWISE SECURED BY THE LEGAL CHARGE SUCH FURTHER MORTGAGES CHARGES OR ASSIGNMENTS TO BE PREPARED BY OR ON BEHALF OF THE BANK AT THE COST OF THE MORTGAGOR AND TO CONTAIN AN IMMEDIATE POWER OF SALE WITHOUT NOTICE A CLAUSE EXCLUDING SECTION 93 AND THE RESTRICTIONS CONTAINED IN SECTION 103 OF THE LAW OF PROPERTY ACT 1925 AND SUCH OTHER CLAUSES FOR THE BENEFIT OF THE BANK AS THE BANK MAY REASONABLY REQUIRE

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03515674

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 6th NOVEMBER 2001 AND CREATED BY BELSTONE HOMES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO HERITABLE BANK LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 7th NOVEMBER 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th NOVEMBER 2001.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

P. P. W.