

Set out below is a Declaration of occupancy required by the Lender Blakey Bank Plc in connection with the Legal Charge of 18 Clover Street.

Declaration of Occupancy with leases summary

Blakey Bank Plc

**Declaration of Occupancy
 with Lease / Tenancy
 Summary**

Before completing this Declaration refer to the Notes below:

Address of Property
 18 Clover Street London W2 6BJ (Freehold)

(Please also indicate whether Freehold or Leasehold)

Holder(s) of legal title (see Note 1 below)
 Cambo Limited

The person(s) named here should sign below.

I/We confirm that the legal title of the Property is or will be vested in my/our name(s) and that the only Occupiers of the Property are or will be as stated below:

Occupiers (see Note 2 below)

Names of Occupiers	Age of Occupiers	Relationship to holder of legal title and age (for a child of a holder of legal title)	Whether occupied under a lease or tenancy agreement	Current address of Occupier
Webmaster Communications Limited			Lease	Ground floor 18 Clover Street London W2 6BJ
Lifestyle Mortgage and Insurance Brokers Limited			Lease	First and second floors 18 Clover Street London W2 6BJ

None of the individuals named above (see Note 3 below) except _____

have any interest in the Property or its proceeds of sale.

I/We authorize the Bank to release to any person from whom the Bank determines that a Letter of Consent is required or their solicitors/legal executives, information regarding my/our liabilities to the Bank and financial affairs generally as the Bank considers relevant.

I/We confirm that where my/our liabilities to the Bank include a guarantee of the obligations of a company (or limited liability partnership) of which I am/we are/any one of us is a director (or a member) you may also disclose the same information regarding the company's (or limited liability partnership's) liabilities and financial affairs.

Where occupation is by way of lease or tenancy agreement details of the relevant lease or tenancy agreement are given in the attached Schedule A, for a lease, or the attached Schedule B, for a tenancy agreement, as appropriate.

I/We certify that the details of the terms or provisions of the lease or tenancy agreement, where relevant, as are summarized in Schedule A or Schedule B, as appropriate, to be true and correct.

Signature(s) _____

Date _____

Notes:

- 1 Holders of Legal Title- the name(s) of the person(s) who legally own the property (or will after completion of the purchase) and whose name(s) appear(s) on the title documents to the property.
- 2 Occupiers - the names of all people over the age of 17 who live or propose to live in the Property or other parties who occupy or propose to occupy the Property, under a lease or tenancy agreement, but excluding the:
 - ◆ Holder(s) of Legal Title
 - ◆ Children (of the Holder(s) of Legal Title) aged 17–25 years
 - ◆ Temporary residents such as au pairs or children's nanniesThe Bank will require a Letter of Consent from all other such Occupiers.
- 3 Individuals with an interest in the property - if any of the Occupiers, other than those occupying the Property under a lease or tenancy agreement, have an interest in or claim to the Property or its proceeds of sale their names should be stated on this part of the form.

If there are no such Occupiers simply state "None" above.

SCHEDULE A (Part 1): LEASE DETAILS of ground floor 18 Clover Street London W2

Date of Lease (if existing Lease—indicate "draft" otherwise)	19 October 1997
Original Parties to Lease (full names should be inserted)	
(1) Landlord/Lessor	(1) Satellite Property Company Limited of 87 Southampton Street London WC1 1VW
(2) Tenant/Lessee	(2) Webmaster Communications Limited of 45 Ireland Street London NW3 4EB
(3) Guarantor (if any)	(3) N/A
Note: Where either of the current Tenant or Guarantor is different from those originally quoted in the Lease then full name(s) should be provided.	(T) N/A (G) N/A
Property Let (if all the Property is let write "whole" if not provide a description of the part of the Property let—including area)	Ground floor 18 Clover Street London W2
Term (Length of lease in years or months and start date should be inserted)	24 YEARS FROM 29 September 1997
Rent (please advise details of)	
(1) the amount of the initial or quoted Rent (as per the Lease)	(1) £50,000.00
(2) the amount of the current Rent payable (if different from (1) above)	(2) £95,000.00
(3) the frequency the Rent should be paid	(3) Quarterly
(4) the frequency and basis of agreement of Rent Reviews (e.g. upward only and arbitration or by an expert)	(4) Three yearly upward only; expert

<p>Break Clauses <i>(Details of any provisions which would allow the Landlord or the Tenant to terminate the Lease before expiry should be provided)</i></p>	None
<p>There is an option to renew the Lease <i>(indicate "Yes" or "No")</i></p> <p>Note: <i>where there is an option to renew the terms of the option should be provided.</i></p>	No

<p>In respect of a business lease The Landlord & Tenant Act 1954 protection has been excluded <i>(indicate "Yes" or "No")</i></p>	No
<p>Landlord or Tenant Responsibilities Indicate the party named in the Lease responsible for <i>(in each case insert "Landlord" or "Tenant" as appropriate)</i></p> <p>(1) Effecting insurance</p> <p>(2) Undertaking Internal Property Repairs /Maintenance</p> <p>(3) Undertaking External Property Repairs/Maintenance</p> <p>Note: <i>where any of these responsibilities are with the Landlord please indicate whether costs are recoverable through Service Charge.</i></p>	<p>(1) Landlord (costs recoverable from Tenant)</p> <p>(2) Tenant</p> <p>(3) Landlord (costs recoverable from Tenant)</p>

<p>The Landlord's consent is required to assignments of the Lease: (<i>indicate "Yes" or "No"</i>)</p>	<p>Yes</p>
<p>Terms are stipulated within the Lease, which if not complied with, would allow the Landlord to prevent an assignment of the Lease (<i>indicate "Yes" or "No"</i>)</p> <p><i>Note: Where the answer given is "Yes" full details of those terms should be provided.</i></p>	<p>Yes consent of Landlord is required</p>
<p>Forfeiture (<i>indicate within each category "Yes" or "No" as and where appropriate</i>)</p> <p>(1) Non-Payment of rent by tenant <i>(indicate also the period of non-payment in days/months which would result in forfeiture)</i></p> <p>(2) Breach of Covenants</p> <p>(3) Appointment of a Receiver</p> <p>(4) Distress levied on goods of Tenant</p> <p>(5) Insolvency, liquidation, administration or bankruptcy <i>(also indicate which if any of these apply)</i></p>	<p>(1) Yes</p> <p>(2) Yes</p> <p>(3) Yes</p> <p>(4) Yes</p> <p>(5) Yes</p>

SCHEDULE A (Part 2): LEASE DETAILS of first and second floor 18 Clover Street London W2

Date of Lease (if existing Lease—indicate "draft" otherwise)	29 March 1997
Original Parties to Lease (full names should be inserted)	
(1) Landlord/Lessor	(1) Satellite Property Company Limited of 87 Southampton Street London WC1 1VW
(2) Tenant/Lessee	(2) Lifestyle Mortgage and Insurance Brokers Limited of 45 Ireland Street London NW3 4EB
(3) Guarantor (if any)	(3) N/A
Note: Where either of the current Tenant or Guarantor is different from those originally quoted in the Lease then full name(s) should be provided.	(T) N/A (G) N/A
Property Let (if all the Property is let write "whole" if not provide a description of the part of the Property let—including area)	First and second floors 18 Clover Street London W2
Term (Length of lease in years or months and start date should be inserted)	24 YEARS FROM 25 March 1997
Rent (please advise details of)	
(1) the amount of the initial or quoted Rent (as per the Lease)	(1) £80,000.00
(2) the amount of the current Rent payable (if different from (1) above)	(2) £155,000.00
(3) the frequency the Rent should be paid	(3) Quarterly

<p>(4) the frequency and basis of agreement of Rent Reviews (e.g. upward only and arbitration or by an expert)</p>	<p>(4) Three yearly upward only; expert</p>
<p>Break Clauses (Details of any provisions which would allow the Landlord or the Tenant to terminate the Lease before expiry should be provided)</p>	<p>None</p>
<p>There is an option to renew the Lease (indicate "Yes" or "No")</p> <p>Note: where there is an option to renew the terms of the option should be provided.</p>	<p>No</p>

<p>In respect of a business lease The Landlord & Tenant Act 1954 protection has been excluded (indicate "Yes" or "No")</p>	<p>No</p>
<p>Landlord or Tenant Responsibilities Indicate the party named in the Lease responsible for (in each case insert "Landlord" or "Tenant" as appropriate)</p> <p>(1) Effecting insurance</p> <p>(2) Undertaking Internal Property Repairs /Maintenance</p> <p>(3) Undertaking External Property Repairs/Maintenance</p> <p>Note: where any of these responsibilities are with the Landlord please indicate whether costs are recoverable through Service Charge.</p>	<p>(1) Landlord (costs recoverable from Tenant)</p> <p>(2) Tenant</p> <p>(3) Landlord (costs recoverable from Tenant)</p>

<p>The Landlord's consent is required to assignments of the Lease: (<i>indicate "Yes" or "No"</i>)</p>	<p>Yes</p>
<p>Terms are stipulated within the Lease, which if not complied with, would allow the Landlord to prevent an assignment of the Lease (<i>indicate "Yes" or "No"</i>)</p> <p><i>Note: Where the answer given is "Yes" full details of those terms should be provided.</i></p>	<p>Yes consent of Landlord is required</p>
<p>Forfeiture (<i>indicate within each category "Yes" or "No" as and where appropriate</i>)</p> <p>(1) Non-Payment of rent by tenant <i>(indicate also the period of non-payment in days/months which would result in forfeiture)</i></p> <p>(2) Breach of Covenants</p> <p>(3) Appointment of a Receiver</p> <p>(4) Distress levied on goods of Tenant</p> <p>(5) Insolvency, liquidation, administration or bankruptcy <i>(also indicate which if any of these apply)</i></p>	<p>(1) Yes</p> <p>(2) Yes</p> <p>(3) Yes</p> <p>(4) Yes</p> <p>(5) Yes</p>

SCHEDULE B: TENANCY AGREEMENT DETAILS

<p>The Act under which the Tenancy Agreement is governed (<i>please indicate, e.g. Housing Act 1996</i>)</p>	
<p>Please indicate the type of Tenancy (<i>e.g. Assured Tenancy, Assured Shorthold Tenancy</i>) Please indicate if the Property is a house in Multiple Occupation</p>	
<p>Date of Tenancy Agreement (<i>if an existing Tenancy Agreement, indicate "draft" otherwise</i>)</p>	
<p>Parties to the Tenancy Agreement (<i>full names should be inserted</i>)</p> <p>(1) Landlord</p> <p>(2) Tenant</p>	<p>(1)</p> <p>(2)</p>
<p>Property Let (<i>if all the property is let write "whole" if not provide a description of the part of the Property let—including area</i>)</p>	
<p>Term (<i>Length of tenancy in years and months and start date should be inserted</i>)</p>	<p>MONTHS YEARS</p> <p>FROM</p>
<p>Rent (<i>please advise details of</i>)</p> <p>(1) the amount of the initial or quoted Rent (<i>as per the Tenancy Agreement</i>)</p> <p>(2) the amount of the current Rent payable (<i>if different from (1) above</i>)</p> <p>(3) the frequency the Rent should be paid</p> <p>(4) the frequency and basis of agreement of any Rent Reviews (<i>e.g. upward only</i>)</p>	<p>(1)</p> <p>(2)</p> <p>(3)</p> <p>(4)</p>

<i>and arbitration or by an expert)</i>	
There is an option to renew the Tenancy <i>(indicate "Yes" or "No")</i> Note: <i>where there is an option to renew the terms of the option should be quoted.</i>	
Ground 1 or Ground 2 Notices under the Housing Act have been served <i>(indicate "Yes" or "No" and if so which)</i> Note: <i>If any notices have been served copies should be provided.</i>	