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

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

A fee of £13 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

112807/13

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

For official use

Company number

112807/13

04077774

Name of company

* EZE CASTLE SOFTWARE LIMITED

Date of creation of the charge

28 MARCH 2008

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

DEED OF RENTAL DEPOSIT ("THE DEED")

Amount secured by the mortgage or charge

The aggregate at any time of

1 All rent, interest, VAT and other monies due and payable to or recoverable by the Landlord (as defined below) or in respect of which the Landlord is entitled to be indemnified by the Company under the lease dated 28 March 2008 and made between The Great Victoria Partnership (G P) Limited and Great Victoria Property Limited (1) and EZE Castle Software Limited (2) for a term of three years from and including 28 March 2008 ("the Lease") whether or not reserved by way of rent and (in the case of the yearly rent payable under the Lease) whether or not formally demanded

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

The Great Victoria Partnership (G P) Limited (company no 05216728) and Great Victoria Property Limited (company no 05208609) both of whose registered offices are at 33 Cavendish Square London ("Landlord")

Postcode W1G 0PW

Presentor's name address and
reference (if any)

Berwin Leighton Paisner LLP
Adelaide House
London Bridge
London
EC4R 9HA

PRTH - 020 7760 4965

Time critical reference

For official Use (02/00)

Mortgage Section

I Post room

THURSDAY



LOV1WYRQ

LD4

10/04/2008

62

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

By way of fixed charge all the Company's interest in the interest earning deposit account to be opened by the Landlord at such clearing bank nominated by the Landlord from time to time and notified to the Company in writing in the name of the Landlord on or immediately following the date of the Deed and in which the Landlord shall place the initial deposit of £17,478 ("the Deposit Account") and the amount from time to time standing to the credit of or accruing to the Deposit Account

Note The Company covenants that all sums from time to time in the Deposit Account are and will at all times be free from any charge or encumbrance save as mentioned in the Deed

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legibly, preferably
in black type, or
bold block
lettering**

Particulars as to commission allowance or discount (note 3)

Signed Bernie Leiften Purne Date 7 April 2008

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ [chargee] †

A fee 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**

Addendum 1/4

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

Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

2 All proper costs, expenses, disbursements and VAT incurred by the Landlord in and incidental to making good any breach by the Company of the covenants on the Company's part contained in the Lease or in the Deed

3 All legal costs, expenses, disbursements and VAT (on a solicitor and own client basis) properly incurred in obtaining and enforcing performance of the covenants on the part of the Company contained in the Lease or in obtaining possession of the premises demised by the Lease ("Premises") from the Company pursuant to the provisions of the Lease or judgment for forfeiture or an order for possession of the Premises

4 All loss or damage suffered or incurred by the Landlord in relation to the Premises following the date of termination of the term of years granted by the Lease ("Term") by forfeiture or the date of disclaimer of the Lease arising as a result of such forfeiture or disclaimer including

(a) sums equal to the rents, VAT and interest and other monies which would have been payable under the Lease if not so determined and whether or not demanded at their respective rates payable under the Lease immediately before such date, and

(b) sums equal to all other outgoings assessed on the Premises (including rates levied in respect of the Premises while they are unoccupied) together with interest on them at the rates payable under the Lease immediately before such date,

(in each case in respect of the period from such date until whichever is the earlier of the date the whole of the Premises are relet on the same or better rental terms than those applying in respect of the Lease immediately before such date and the date on which the Term would have been determined by effluxion of time), and

5 all proper promotional, agents', legal and other professional costs, commissions, fees and expenses properly incurred or payable by the Landlord in connection with any, or any attempted, reletting of the Premises

Addendum 3/4

3 Names, addresses and description of the mortgages or persons entitled to the charge (continued)

Company number

04077774

Name of company

*insert full name
of Company

* EZE Castle Software Limited

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 4077774
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A RENT DEPOSIT DEED DATED 28
MARCH 2008 AND CREATED BY EZE CASTLE SOFTWARE
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO THE GREAT VICTORIA
PARTNERSHIP (G.P.) LIMITED AND GREAT VICTORIA
PROPERTY LIMITED UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART XII OF THE COMPANIES ACT 1985 ON THE 10 APRIL 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 APRIL 2008

J. S. C.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES