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legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395**Particulars of a mortgage or charge**

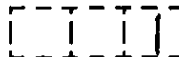
A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



04656003

Name of company

* EUROPEAN FINANCE HOUSE LIMITED (the **"Tenant"**)

Date of creation of the charge

5 April 2007

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

Rent Deposit Deed (the **"Deed"**)

Amount secured by the mortgage or charge

Please see Appendix 1 attached

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

BERKELEY SQUARE HOLDINGS LIMITED (the **"Landlord"**) of 24 De Castro Street,
Wickhams Cay, 1 Road Town, Tortola, British Virgin Islands

Postcode

Presentor's name address and
reference (if any)

Eversheds LLP

Senator House

85 Queen Victoria Street,
London

EC4V 4JL

Time critical reference

BARNSLS / 2609064

For official Use (06/2005)

Mortgage Section

Post room

FRIDAY



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A604YOOI

13/04/2007

550

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see Appendix 2 attached

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in black type, or
bold block
lettering**

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Ever Sheds LHP.

Date

12/4/07

On behalf of ~~XXXXXX XXXXXX~~ (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**

Appendix 1

Amount Secured by the Mortgage or Charge

The payment of all sums, required for one or more of the following.

- (a) to make good any loss or damage to the Landlord arising from any breach by the Tenant of the Covenants,
- (b) to make good any dilapidations to the Premises at the end of the term of the Lease;
- (c) to make good any loss or damage to the Landlord arising from any breach by the Tenant of the terms of the Deed,
- (d) to make good any loss or damage to the Landlord arising from an Event of Default, including any sums for which the Landlord is entitled to prove in the winding up or bankruptcy of the Tenant whether or not following a disclaimer of the Lease, and
- (e) to pay all reasonable and proper legal and other costs, charges and expenses incurred by the Landlord in relation to paragraphs (a) to (d) above

(together, the "**Secured Liabilities**")

Appendix 2

Short particulars of all the property mortgaged or charged

The Tenant will full title guarantee and as continuing security for the Secured Liabilities charges the Deposit Balance by way of first fixed equitable charge to the Landlord

On the date of the Deed, the Tenant paid to the Landlord £495,662 which was paid into the Deposit Account.

The Deed contains the following provisions

- 1. The Landlord acknowledges that:
 - (A) the Deposit Balance is and remains beneficially the property of the Tenant, subject to the charge created by the Deed and the Bank has been notified in writing of this fact, and
 - (B) it will not make any withdrawals from the Deposit Account except on the terms of the Deed.

2. The Tenant is not to create any other legal or equitable charge (whether fixed or floating), lien or encumbrance over the Deposit Balance whether ranking in priority to, equal with or behind the security created by the Deed

Schedule of Definitions

"Bank" means the Landlord's bank or the bank of the Landlord's managing agents

"Covenants" means the obligations and conditions in the Lease to be complied with by a tenant of the Lease, including the obligation to pay the rent

"Deposit Account" means a separate interest-bearing deposit account opened with the Bank in the joint names of the Tenant and the Landlord

"Deposit Balance" means the balance from time to time standing to the credit of the Deposit Account

+95

"Event of Default" means one or more of the following events:

- (a) the disclaimer of the Lease by the Crown or by a liquidator or trustee in bankruptcy of the Tenant;
- (b) if the Tenant is a company, the Tenant is struck off the register of companies or otherwise ceases to exist, and
- (c) the forfeiture of the Lease

"Landlord" means Berkeley Square Holdings Limited whose registered office is at 24 De Castro Street, Wickhams Cay, 1 Road Town, British Virgin Islands

"Lease" means a lease of the Premises dated 5 April 2007 made between (1) the Landlord and (2) the Tenant together with any documents varying or supplemental or ancillary to it

"Premises" means the office premises known as Wing 4 on the 4th floor of Berkeley Square House, Berkeley Square, London W1 described in more detail in the Lease

"Tenant" means European Finance House Limited, registered number 04656003

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 04656003

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT RENT DEPOSIT DEED DATED THE 5th APRIL 2007 AND CREATED BY EUROPEAN FINANCE HOUSE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BERKELEY SQUARE HOLDINGS 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 13th APRIL 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19th APRIL 2007



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES