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\*insert full name  
of Company

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

236408/B

# 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

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

For official use

Company number



06810696

Name of company

\* EURO DRIVE SYSTEMS LIMITED

Date of creation of the charge

4 JUNE 2009 ✓

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

RENT DEPOSIT DEED

Amount secured by the mortgage or charge

PLEASE SEE CONTINUATION PANEL

4  
1  
10

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

BERKELEY SQUARE COMMON INVESTMENT FUND LIMITED  
980 GREAT WEST ROAD, BRENTFORD, MIDDLESEX

Postcode TW8 9GS

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

Eversheds LLP  
1 Callaghan Square, Cardiff  
CF10 5BT

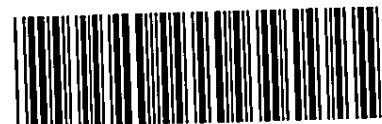
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Time critical reference

For official Use (02/06)  
Mortgage Section

Post room

SATURDAY



\*ABWO5AH1\*

A39

06/06/2009

313

COMPANIES HOUSE

PLEASE SEE CONTINUATION PANEL

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lettering*

Particulars as to commission allowance or discount (note 3)

*A fee is payable  
to Companies  
House in  
respect of each  
register entry  
for a mortgage  
or charge.  
(See Note 5)*

Signed

*Geoffrey W. P.*

Date

*5/6/09*

On behalf of ~~XXXXXX XXXXXX~~ [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 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

Name of company

\*insert full name  
of Company

\* EURO DRIVE SYSTEMS LIMITED

## 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)

"The payment of all sums, whether actual or contingent, due to the Landlord under the Lease or on its expiry or under the terms of this Deed:

- (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 this 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 legal and other costs, charges and expenses incurred by the Landlord in relation to paragraphs (a) to (d) of this definition

(the "Secured Liabilities")"

The "Lease" is defined as a lease of the Premises dated 15 April 2009 made between (1) Berkeley Square Common Investment Fund Limited and (2) Euro Drive Systems Limited together with any documents supplemental or ancillary to it.

The "Premises" are defined as the premises known as Unit 20 McDonald Business Park, Maylands Avenue, Hemel Hempstead and are more particularly defined in the Lease. The "Landlord" is Berkeley Square Common Investment Fund Limited and the "Tenant" is Euro Drive Systems Limited.

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

"Event of Default" is defined as 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

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ceases to exist; and

(c) the forfeiture of the Lease

References to "this Deed" are to the Rent Deposit Deed.

Addendum 3/4

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

Addendum 4/4

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

A first fixed equitable charge to the Landlord over the Deposit Balance given by the Tenant with full title guarantee as continuing security for the Secured Liabilities.

The "Deposit Balance" is defined in the Rent Deposit Deed as the balance from time to time standing to the credit of the Deposit Account and the "Deposit Account" is defined as a separate interest-bearing deposit account opened with the Landlord's bank or the bank of the Landlord's managing agents ("the Bank").

On 15 April 2009, the Tenant paid to the Landlord £7,050 which was paid into the Deposit Account.

The Rent Deposit 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 Rent Deposit 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 this Deed.



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

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

**COMPANY NO. 6810696  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A RENT DEPOSIT DEED DATED 4  
JUNE 2009 AND CREATED BY EURO DRIVE SYSTEMS LIMITED  
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
THE COMPANY TO BERKELEY SQUARE COMMON  
INVESTMENT FUND LIMITED ON ANY ACCOUNT  
WHATSOEVER 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 6 JUNE 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 JUNE 2009

*p/w/11*



**Companies House**  
— for the record —



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**