

# M

CHFP025

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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



03677656

Name of company

\* VANCE INTERNATIONAL LIMITED

Date of creation of the charge

6 November 2007

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

Rent Deposit Deed

Amount secured by the mortgage or charge

Without prejudice to any right or remedy which the Chargee may have under the Lease (defined overleaf) or otherwise the Chargee shall be entitled at any time and is hereby irrevocably authorised so to do by the Company to make a Withdrawal (defined overleaf) of such amount as may in the Chargee's opinion be required for the purpose of making good:-

1 any default in the Liabilities (as defined overleaf)

2 any loss damage or expense suffered by the Chargee in consequence of any other breach of covenant on the part of the Company contained in the Lease, and

See CS

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

DHOW Property Company Limited, a company incorporated in the British Virgin Islands whose address for service in the UK is c/o Coutts and Co, 440 Strand, London

Postcode WC2R 0QS

Presentor's name address and  
reference (if any)

Wedlake Bell  
52 Bedford Row  
LONDON  
WC1R 4LR

Con2/79502/2067004/TEB

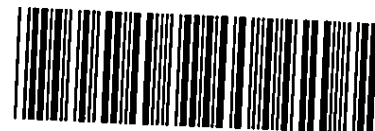
Time critical reference

For official Use (02/00)

Mortgage Section

Post room

WEDNESDAY



A31

\*A067SUNW\*

14/11/2007  
COMPANIES HOUSE

550

Short particulars of all the property mortgaged or charged

The Company has charged and assigned absolutely with full title guarantee to the Chargee of all its rights, title and interest in and to the monies from time to time credited to and for the time being outstanding to the creditor of the account which the sum has been placed as a continuing security for the payment to the Chargee of all rents and other sums due from the Company to the Chargee under the lease dated 6 November 2007 and made between the Chargee (1), the Company (2) including such sums as are payable for the purpose of making good loss or damage referred to in the Rent Deposit Deed dated 6 November 2007, the subject of this registration at Companies House.

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Particulars as to commission allowance or discount (note 3)

Nil.

Signed Wedlake Bell Solicitors Date 12/11/07

On behalf of [company] ~~XXXXXXXXXXXX~~ †

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

Notes

† delete as  
appropriate

- 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**

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# Particulars of a mortgage or charge (continued)

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Continuation sheet No 1  
to Form No 395 and 410 (Scot)

*Please complete  
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Company Number

03677656

Name of Company

VANCE INTERNATIONAL

Limited\*

\* delete if  
inappropriate

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

3 any loss, damage or expense suffered by the Chargee in consequence of the Lease being terminated by virtue of the liquidation or bankruptcy of the Company (including any loss or damage for which the Chargee may prove in the winding up of the Company pursuant Section 178(6) or Section 315(5) of the Insolvency Act 1986).

Please complete  
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(together "the Secured Liabilities")

#### **DEFINITIONS**

In this Form 395, unless the context otherwise requires

**"the Account"** means the bank account into which the Deposit is deposited by the Chargee

**"the Deposit"** means two hundred thousand three hundred and sixty three pounds and thirty five pence (£2363.35)

**"the Lease"** means the lease dated 6 November 2007 and made between the Chargee (1) and the Company (2) together with all other documents supplemental thereto (including covenants contained in any licence granted by the Landlord prior to the date of the Rent Deposit Deed) relating to the Property

**"the Liabilities"** means:-

1. rent service charges insurance premiums or other contribution to the cost of insurance of the Property outgoings interest value added tax and all other sums whether ascertained or to be ascertained due to the Landlord under the Lease,

2. reasonable and proper claims demands damages losses all legal and other professional fees costs charges and expenses incurred or suffered by the Landlord arising out of breach by the Company of its covenants and conditions in the Lease or of its obligations in this deed; and

3 all losses and damage suffered by the Landlord arising out of and in consequence of the forfeiture or disclaimer of the Lease;

whether actual or contingent and whether or not ascertained at the termination of this deed pursuant to clause 4 5 of the Rent Deposit Deed

**"the Property"** means 8 Upper Grosvenor Street, London, W1

**"Withdrawal"** means any amount from time to time withdrawn from the Account

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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The Company charges to the Chargee with full title guarantee its interest in the Deposit and the Account as a continuing security for the benefit of the Chargee for the liabilities (including such sums as are payable for the purposes of making good the loss or damage of the Secured Liabilities).

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Company's Covenants

The Company covenants, inter alia, that it shall not deal with or dispose of or create any interest in the Deposit without the consent of the Chargee

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 03677656

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT RENT DEPOSIT DEED DATED THE 6th NOVEMBER 2007 AND CREATED BY VANCE INTERNATIONAL LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO DHOW PROPERTY COMPANY 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 14th NOVEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19th NOVEMBER 2007.

PO  
TP



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES