

# M

## 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.

301067(13)

# 395

CHFP025

Please do not  
write in  
this margin

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

\*insert full name  
of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

161

3109613

Name of company

\* The TEG Group Plc (the "Company")

Date of creation of the charge

29 October 2007

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

Deed of Charge over Deposit (the "Deed")

Amount secured by the mortgage or charge

4 All or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to BoS by the Company, whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor or cautioner), including any money and liabilities of the Company to a third party which have been assigned or novated to or otherwise vested in BoS and including interest, discount, commission and other lawful charges or expenses which BoS may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded according to the usual BoS rates and practice (or otherwise agreed in writing) after as well as before any demand made or judgment or decree obtained under or in relation to the Deed (the "Secured Liabilities")

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

Bank of Scotland plc (Company number SC327000), The Mound, Edinburgh and its successors, assignees and transferees ("BoS")

Postcode EH1 1YZ

Presentor's name address and  
reference (if any)

DWF LLP  
5 Castle Street  
Liverpool  
L2 4XE

HEJ/58500/2979

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

FRIDAY



A09

16/11/2007  
COMPANIES HOUSE

185

Short particulars of all the property mortgaged or charged

Under clause 2 of the Deed the Company with full title guarantee and as a continuing security for the payment or discharge of the Secured Liabilities charges to BoS by way of first fixed charge -

1 its entire right, title and interest (both present and future) in and to the Deposit,

2 all rights and benefits accruing to or arising in connection with the Deposit

(together the "Charged Assets")

(See Continuation)

Please do not  
write in  
this margin

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

795

Particulars as to commission allowance or discount (note 3)

Nil

Signed DWF LLP

Date 14 11 07

On behalf of ~~XXXXXXXX~~ (mortgagee/~~XXXXXXXX~~) †

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)

Addendum 3/4

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

Addendum 4/4

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

Under clause 2 of the Deed the Company will not without the prior written consent of BoS -

2 2 1 create or attempt to create or permit to subsist any right in security, mortgage, charge, lien, encumbrance, right of set-off (except in favour of BoS) or any trust agreement, declaration of trust, or trust arising by operation of law in respect of all or any of the Charged Assets, or

2 2 2 sell, transfer, assign, or otherwise dispose of all or any of the Charged Assets, or

2 2 3 in any way dispose of the equity of redemption of any of the Charged Assets or any interest in any such Charged Asset,

Under clause 8 of the Deed at any time after the Deed has become enforceable BoS may in its absolute discretion enforce all or any part of the security created by the Deed as it sees fit and, in particular but without limitation, may exercise all or any of the powers conferred on mortgagees by the Law of Property Act 1925 (the "Act") and all or any of the powers and discretions conferred by the Deed. In addition but without limitation BoS shall be and is entitled (but not obliged) to exercise all and/or any rights and powers in relation to the Charged Assets which could have been exercised by the Company including -

8 1 1 power to apply or transfer as BoS thinks fit (whether on or before or after the expiry of any fixed or minimum period for which any amount may have been deposited) all or any part of the Deposit in or towards payment or discharge of the Secured Liabilities,

8 1 2 power to sell or otherwise dispose of all or any of the Charged Assets,

8 1 3 power to receive all or any money payable in respect of or in connection with all or any of the Charged Assets, and/or

8 1 4 power to negotiate, compromise and/or agree any dispute arising out of all or any of the Charged Assets,

Section 103 of the Act will not apply to the Deed and BoS may exercise its power of sale and other powers under that or any other Act or the Deed at any time after the date of the Deed

Section 93 of the Act will not apply to the Deed

Under clause 10 of the Deed no purchaser or other person dealing with BoS or any agent or delegate thereof shall be obliged or concerned to enquire whether the right of BoS or such agent or delegate to exercise any of the powers conferred by or referred to in the Deed has arisen or become exercisable, whether any of the Secured Liabilities remain outstanding or be concerned with notice to the contrary or whether an event has occurred to authorise BoS or such agent or delegate to act or as to the propriety or validity of the

Company number

3109613

Name of company

\*insert full name  
of Company

\* The TEG Group Plc

exercise or purported exercise of any such power,

Under clause 14 of the Deed

14 1 the Company irrevocably and by way of security appoints BoS as the attorney of the Company, for the Company and in its name and on its behalf and as its act and deed or otherwise, to execute and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required of the Company under the Deed or may be required or deemed proper in the exercise of any of the rights or powers conferred on BoS or otherwise for any of the purposes of the Deed

14 2 The Company ratifies and confirms and agrees to ratify and confirm whatever any attorney does or purports to do under its appointment under clause 14 1 of the Deed

"Deposit" means all money in any currency now or after the date of the Deed standing to the credit of the Account (including, without limitation, any interest credited to it) including all or any part of the money pursuant thereto and the debt represented by it or any claim for repayment of that money

"Account" means the account of the Company with BoS account number 06017972, sort code 121740 as such account may be redesignated and/or renumbered from time to time

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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 03109613

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF CHARGE OVER DEPOSIT DATED THE 29th OCTOBER 2007 AND CREATED BY THE TEG GROUP PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BANK OF SCOTLAND ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 16th NOVEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd NOVEMBER 2007.

PO.  
LMG.



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES