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## 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

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

For official use

Company number

[101]

03131861

Name of company

\* Clearview Traffic Group Limited (the "Grantor")

Date of creation of the charge

22 September 2006

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

Deed of variation to a charge over shares dated 10 August 2005 (the "Charge")

Amount secured by the mortgage or charge

All sums now due or in the future becoming due to BoS by the Grantor in whatever manner, whether as principal debtor, co-obligant, guarantor or otherwise (including all present and future, actual or contingent liabilities owed to BoS by the Grantor), together with all interest and charges and where the Grantor is more than one person, including all such sums due or becoming due to BoS by each such person individually as well as jointly (the "Secured Liabilities").

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

The Governor and Company of the Bank of Scotland,  
The Mound, Edinburgh ("BoS").

Postcode EH1 1YZ

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

Maclay Murray & Spens LLP  
One London Wall  
London  
EC2M 3YB

SZD/SMK/BAN.13.2792

Time critical reference

For official Use (02/00)

Mortgage Section

Post room



Please see continuation sheet 1.

Please do not  
write in  
this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed



Date

11 / 10 / 2006

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

On behalf of ~~XXXXXXXXXXXXXXXXXXXX~~ [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

## **Continuation sheet 1**

To the Registrar of Companies

Name of company

Company number

Clearview Traffic Group Limited

03131861

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Clearview Traffic Group Limited (the "**Grantor**")

### **Particulars of all the property charged:**

#### **1. Charging Clause**

1.1 The Grantor (with full title guarantee) as continuing security for the payment and discharge when due of the Secured Liabilities:-

1.1.1 charges to **BoS** all Securities and their proceeds of sale;

1.1.2 charges to **BoS** all dividends, interest and other distributions (whether in cash or in specie and whether of a capital or income nature) declared, paid or made in respect of the Securities at any time;

1.1.3 charges to **BoS** all accretions, rights, benefits, money or property accruing, issued or offered in respect of the Securities at any time, whether by way of rights, bonus, capitalisation, conversion, exchange, pre-emption, option, redemption or otherwise and all interest or rights (whether legal or equitable having regard to applicable law) in relation to any Securities which for the time being are held in a Relevant System or otherwise subject to its rules and practices (including, without limitation, the Grantor's rights against the operator of such Relevant System or another participant in it).

The security created shall apply by way of first fixed charge.

1.2 The Grantor warrants that the Securities are not charged to any other person and that the Grantor has not entered into any agreement to sell, dispose of or grant any other charge over the Securities. The Grantor agrees that it will not, without **BoS**'s prior written consent, create or agree or attempt to create any mortgage, fixed or floating charge, pledge or other security of any kind, or any trust of any kind, over any of the Securities or permit any lien (other than a lien arising by operation of law in the ordinary course of the Grantor's business or by virtue of the rights and practices of a Relevant System) to arise or subsist over any of the Securities.

1.3 The Grantor will deliver to **BoS** (or its nominee) all certificates (or such other evidence of title as **BoS** may require), together with undated signed transfers in favour of **BoS** (or its nominee), for all certificated securities comprised in the security, either on the creation of the security or (where certificated securities are issued subsequently) on their issue.

1.4 The Grantor irrevocably authorises **BoS** to arrange, at any time, for any of the Securities to be registered in the name of **BoS** (or its nominee).

1.5 The Grantor will execute and deliver to **BoS** such documents and give such instructions and perform such other acts as **BoS** may require at any time to convert any certificated securities

comprised in the security into uncertificated securities and/or to constitute or perfect an equitable or legal charge (at **BoS's** option) over uncertificated securities or a pledge over bearer Securities comprised in the security.

- 1.6 The Grantor shall pay into the Grantor's account with **BoS**, or such other account of the Grantor as **BoS** may direct, all money which it may receive in respect of the Securities immediately on receipt. The Grantor will not give any instruction for any dividends, interest, distributions, accretions or other moneys to be paid to the Grantor through utilisation of the Relevant System without the prior written consent of **BoS**.
- 1.7 The Grantor shall give **BoS** a minimum of 14 days' prior written notice of its intention to give an instruction for any certificated securities comprised in the security to be converted into uncertificated securities.
- 1.8 The Grantor shall not give any instruction for any uncertificated securities comprised in the security to be reconverted into certificated securities without **BoS's** prior written consent and shall ensure that the new certificate for the relevant securities is delivered to **BoS** immediately on its issue.

## 2. **Discharge**

Upon being satisfied that the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full, **BoS** will, on request, release the Securities to the Grantor from the security, the Grantor paying any costs or expenses incurred by **BoS** in doing so.

## **Schedule of Definitions and Interpretations:**

For the purposes of this Form 395:

**"Securities"** means 500 ordinary shares of £1 each in the capital of Count on Us Limited (company number 02110078) having its registered office at 50 West Street, Farnham, Surrey GU9 7DX and any further securities substituted under clause 10 of the Charge or added by simple written instruction of the Grantors.

**"Relevant System"** has the meaning given to that term by the Uncertificated Securities Regulations 2001 and includes any other system or facility (whether established in the United Kingdom or elsewhere) providing means for the deposit of securities and clearance of transactions in them.

In this form 395, any reference to any person is to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect.

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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. 03131861

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF VARIATION DATED THE 22nd SEPTEMBER 2006 AND CREATED BY CLEARVIEW TRAFFIC GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 13th OCTOBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18th OCTOBER 2006.



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES