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legibly, preferably
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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

13

04963311

Name of company

*Carlton Financial Group Limited (the **Chargor**)

Date of creation of the charge

5 September 2008

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

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 Chargor, whether actually or contingently, solely or jointly and whether as principal or surety, (or guarantor or cautioner), including any money and liabilities of the Chargor 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 Chargor's account, and so that interest shall be computed and compounded according to the usual BoS rates and practice (or otherwise agreed in writing) as well after as before any demand made or judgment obtained under or in relation to the Deed.

For definitions please see Paper Apart 2

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

Bank of Scotland plc (BoS)
The Mound, Edinburgh

Postcode EH1 1YZ

Presenter's name, address and
reference (if any)Dundas & Wilson LLP
Northwest Wing, Bush
House
Aldwych
London WC2B 4EZTime critical reference
NC/AJ/BOS001 4203For official use (02/2006)
Mortgage Section

Post room

WEDNESDAY



AEX70372

A23

17/09/2008

66

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see Paper Apart 1

For definitions please see Paper Apart 2

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Date 16 September 2008

On behalf of ~~[company]~~ [mortgagee/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 are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is - Companies House, Crown Way, Cardiff CF4 3UZ.

This is Paper Apart 1 referred to in the preceeding Form 395 in respect of the Deed of Charge over Deposit (the Deed) dated 5 September 2008 granted by Carlton Financial Group Limited (the Chargor) in favour of the Bank of Scotland plc (BoS).

1 COVENANT TO PAY

- 1 1 The Chargor, as primary obligor and not merely as surety, covenants that it will on demand in writing made to it pay or discharge the Secured Liabilities when the same are due and payable
- 1 2 If the Chargor shall fail to pay any amount under the Deed when it is due then such amount shall bear interest (after as well as before judgment and payable on demand) at the Default Rate from time to time from the due date until the date such amount is paid in full to BoS.

2. CHARGE

- 2 1 The Chargor, with full title guarantee and as a continuing security for the payment or discharge of the Secured Liabilities, hereby charges to BoS by way of first fixed charge -
- 2 1 1 its entire right, title and interest (both present and future) in and to the Deposit,
- 2 1 2 all rights and benefits accruing to or arising in connection with the Deposit,
(together the "Charged Assets")
- 2 2 The Chargor 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

- 2 3 The rights charged to BoS under the terms of the Deed shall be released to the Chargor upon its written request on payment or discharge in full of the Secured Liabilities to the satisfaction of BoS

3. **RESTRICTIONS**

- 3 1 The Chargor agrees that it will not be entitled to withdraw or transfer all or any part of the Deposit until all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full to the satisfaction of BoS
- 3 2 Interest shall accrue on the amount standing to the credit of the Account at the BoS base rate as that rate fluctuates and shall be payable on such dates and in such manner as BoS may from time to time determine
- 3 3 BoS agrees that it will from time to time and upon the request of the Chargor permit any sums which make up part of the Deposit to be transferred to the Free Account if and to the extent that BoS is satisfied (acting in its sole discretion) that those sums are no longer required as security for the liabilities and obligations covenanted to be paid or discharged by the Deed
- 3.4 Nothing in paragraph 3.3 above shall, or shall be deemed to, prejudice the continuance and enforceability of this charge over the Deposit insofar as it applies to any amounts not permitted to be withdrawn under this provision or oblige BoS to release or transfer any sums forming part of the Deposit

4 **UNDERTAKINGS**

- 4 1 The Chargor shall not without the prior written consent of BoS -
- 4 1 1 amend or alter (or purport to amend or alter) the terms of the mandate in terms of which the Account was established,
- 4 1 2 enter into any agreement with any person (other than BoS) in respect of any of the Charged Assets,
- 4 1 3 cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any of the Charged Assets
- 4 2 The Chargor shall -

- 4 2 1 at all times comply with the terms of the Deed and of all agreements relating to the Secured Liabilities,
- 4 2 2 if and when required by BoS, grant in its favour (or as BoS shall direct) such fixed or specific security or charge or assignment over all or any of the Charged Assets as BoS may require;
- 4 2 3 (subject to the terms of the Deed) comply in all respects with the terms of the mandate in relation to the Account, save that where there is any inconsistency between the terms of the mandate and the terms of the Deed, the terms of the Deed shall prevail,
- 4 2 4 promptly notify BoS of the opening by the Chargor of any bank account of the Chargor with any bank or financial institution on or after the date of the Deed,
- 4 2.5 promptly upon request by BoS deposit with BoS all deeds, certificates and documents of title relating to all or any of the Charged Assets,
- 4 2 6 take all necessary action to ensure that the Account is operated in accordance with the terms of the mandate in relation to it and the Deed

5. PROTECTION OF SECURITY

- 5 1 The Chargor agrees that the Deed is and shall be in addition and without prejudice to any other security or rights which BoS holds or may hold in respect of all or any of the Secured Liabilities
- 5 2 The Deed will be a continuing security for the Secured Liabilities notwithstanding any intermediate payment or settlement of all or any part of the Secured Liabilities or any other matter or thing whatsoever
- 5 3 The obligations of the Chargor under the Deed will not be affected by any act, omission, circumstance, matter or thing which but for this provision might operate to release or otherwise exonerate it from any of its obligations hereunder in whole or in part, including (without limitation) -
 - 5 3.1 any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which BoS may have now or in the future from or against the Chargor or any other person in respect of the Secured Liabilities,

- 5 3 2 any act or omission by BoS or any other person in taking up, perfecting or enforcing any security or guarantee from or against the Chargor or any other person or the invalidity or unenforceability of any such security or guarantee,
- 5 3 3 any amendment, variation, restatement or supplement of or to, or novation, transfer or termination (in whole or in part) of, any document relating to the Secured Liabilities or any exercise by BoS (in its absolute discretion) of its rights to refuse, grant, continue, vary, review, determine or increase any credit or facilities to the Chargor or any other person,
- 5 3 4 any grant of time, indulgence, waiver or concession to the Chargor or any other person,
- 5 3 5 any arrangement or compromise entered into between BoS and the Chargor or any other person,
- 5 3 6 the administration, insolvency, bankruptcy, liquidation, winding-up, receivership, dissolution, incapacity, limitation, disability, discharge by operation of law or any change in the constitution, name and style of, the Chargor or any other person,
- 5 3 7 the invalidity, illegality, unenforceability, irregularity or frustration of the Secured Liabilities or any of the obligations of the Chargor or any other person,
- 5 3 8 any postponement, discharge, reduction, non-provability or other similar circumstance affecting any obligation of any other person resulting from any administration, insolvency, liquidation, receivership or dissolution proceedings or from any law, regulation or order
- 5 4 BoS shall not be obliged, before exercising any of the rights, powers or remedies conferred upon it by or pursuant to the Deed or by law to -
 - 5 4 1 take any action or obtain judgment or decree in any court against the Chargor,
 - 5 4 2 make or file any claim to rank in a winding-up or a liquidation of the Chargor, or
 - 5 4 3 enforce or seek to enforce any other security taken, or exercise any right or plea available to BoS, in respect of the Secured Liabilities

- 5 5 Any settlement or discharge between the Chargor and BoS shall be conditional upon no security or payment granted or made to BoS by the Chargor or any other person being avoided or reduced by virtue of any provision or enactment relating to administration, bankruptcy, insolvency or liquidation for the time being in force and accordingly (but without prejudice to any other rights of BoS) BoS shall be entitled to recover from the Chargor the value or amount of such security or payment from the Chargor as if such settlement or discharge had not occurred

This is Paper Apart 2 referred to in the preceeding Form 395 in respect of the Deed of Charge over Deposit (the Deed) dated 5 September 2008 granted by Carlton Financial Group Limited (the Chargor) in favour of the Bank of Scotland plc (BoS).

1 DEFINITIONS

1.1 In the interpretation of the Deed -

"Account" means the account of the Chargor with BoS held with BoS with Sort Code 12-01-03 and Account Number 06108854 as such account may be redesignated and/or renumbered from time to time,

"BoS" means Bank of Scotland plc (Company Number SC327000) having its registered office at The Mound, Edinburgh EH1 1YZ and its successors, assignees and transferees

"Charged Assets" means the assets and rights charged in terms of the Deed,

"Default Rate" means the rate of interest payable in accordance with the terms of any agreements or letters setting out the terms of or constituting the Secured Liabilities in relation to any amount which is not paid on the due date therefor,

"Deposit" means all money in any currency now or hereafter 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,

"Free Account" means an account of the Chargor with BoS which account shall in the absence of any other written arrangement to the contrary be operated solely by the Chargor or at its discretion,

"Secured Liabilities" means 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 Chargor, whether actually or contingently, solely or jointly and whether as principal or surety, (or guarantor or cautioner), including any money and liabilities of the Chargor 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 Chargor's account, and so that interest shall be computed and compounded according to the usual BoS rates and practice (or otherwise agreed in writing) as well after as before any demand made or judgment obtained under or in relation to the Deed

1.2 References to -

- 1 2 1 statutes, statutory provisions and other legislation shall include all amendments, substitutions, modifications and re-enactments for the time being in force and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant legislation,
- 1 2 2 "including" shall not be construed as limiting the generality of the words preceding it,
- 1 2 3 the Deed shall include any Schedule;
- 1 2 4 any term or phrase defined in the Companies Act 1985 shall bear the same meaning in the Deed;
- 1 2 5 words importing the singular shall include the plural and vice versa and words denoting any gender shall include all genders,
- 1 2.6 the Deed and to any provisions of it or to any other document referred to in the Deed shall be construed as references to it in force for the time being as amended, varied, supplemented, restated, substituted or novated from time to time,
- 1 2 7 any person are to be construed to include references to a corporation, firm, company, partnership, joint venture, unincorporated body of persons, individual or any state or agency of a state, whether or not a separate legal entity,
- 1 2 8 any person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect;
- 1 2 9 clause headings are for ease of reference only and are not to affect the interpretation of the Deed
- 1 3 The parties intend that this document shall take effect as a deed
- 1 4 The use of bold type shall be ignored in the construction of the Deed



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4963311
CHARGE NO. 13**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF CHARGE OVER DEPOSIT
DATED 5 SEPTEMBER 2008 AND CREATED BY CARLTON
FINANCIAL GROUP LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM THE COMPANY TO BANK OF
SCOTLAND PLC 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 17
SEPTEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 SEPTEMBER
2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

PJ