

MG01

Particulars of a mortgage or charge

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LASERFORM

A fee is payable with this form.

We will not accept this form unless you send the correct fee.

Please see 'How to pay' on the last page.



**What this form is for**

You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland.



**What this form is NOT for**

You cannot use this form to register particulars of a charge for a company. To do this, please use form MG01s.

FRIDAY



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15/01/2010

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COMPANIES HOUSE

1

**Company details**

Company number

4 9 4 5 0 7 8

Company name in full

ACCANTIA GROUP HOLDINGS LIMITED (the "Chargor")

**Filling in this form**

Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by \*

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**Date of creation of charge**

Date of creation

d0 d4 m0 m1 y2 y0 y1 y0

3

**Description**

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'.

Description

DEED OF CHARGE OVER DEPOSIT (the "Deed")

4

**Amount secured**

Please give us details of the amount secured by the mortgage or charge.

Amount secured

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 Borrowers under or pursuant to any BoS Document, whether actually or contingently, solely or jointly and whether as principal or surety, (or guarantor or cautioner), together with any money and liabilities of the Chargor to a third party which have been assigned or novated to or otherwise vested in BoS and together with 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 ("Secured Liabilities").

**Continuation page**

Please use a continuation page if you need to enter more details.

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## Particulars of a mortgage or charge

**5 Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

**Continuation page**

Please use a continuation page if you need to enter more details.

Name BANK OF SCOTLAND PLC ("BoS")

Address The Mound

Edinburgh

Postcode E H 1 1 Y Z

Name

Address

Postcode

**6 Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged.

**Continuation page**

Please use a continuation page if you need to enter more details.

Short particulars

**1. Charge**

1.1. The Chargor, with full title guarantee and as a continuing security for the payment or discharge of the Secured Liabilities, charged to BoS by way of first fixed charge:-

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

1.1.2. all rights and benefits accruing to or arising in connection with the Deposit,

(together the "Charged Assets").

1.2. The Chargor will not without the prior written consent of BoS:-

1.2.1. 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

1.2.2. sell, transfer, assign or otherwise dispose of all or any of the Charged Assets; or

1.2.3. in any way dispose of the equity of redemption of any of the Charged Assets or any interest in any such Charged Asset.

1.3. The rights charged to BoS 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.

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## Particulars of a mortgage or charge

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### Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his:

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

Commission allowance or discount

N/A

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### Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

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### Signature

Please sign the form here.

Signature

Signature

X Dha Piper UK LLP X

This form must be signed by a person with an interest in the registration of the charge.

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## Particulars of a mortgage or charge



### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Denise Phillips

Company name DLA Piper UK LLP

Address 3 Noble Street

Post town London

County/Region

Postcode E C 2 V 7 E E

Country

DX DX: 33866 Finsbury Square

Telephone 08700 111 111



### Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included the original deed with this form.
- ☐ You have entered the date the charge was created.
- ☐ You have supplied the description of the instrument.
- ☐ You have given details of the amount secured by the mortgagee or chargee.
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge.
- ☐ You have entered the short particulars of all the property mortgaged or charged.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House.'



### Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

#### For companies registered in England and Wales:

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ.  
DX 33050 Cardiff.

#### For companies registered in Scotland:

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post).

#### For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS.  
DX 481 N.R. Belfast 1.



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p><b>2. Restrictions</b></p> <p>2.1 The Chargor agreed 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.</p> <p>2.2 Interest shall accrue on the amount standing to the credit of the Account at such rates and shall be payable on such dates and in such manner as BoS may from time to time determine.</p> <p>2.3 BoS agreed 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.</p> <p>2.4 Nothing in clause 3.3 of the Deed 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.</p> <p><b>3. Undertakings</b></p> <p>3.1 The Chargor shall not without the prior written consent of BoS:-</p> <p>3.1.1 amend or alter (or purport to amend or alter) the terms of the mandate in terms of which the Account was established;</p> <p>3.1.2 enter into any agreement with any person (other than BoS) in respect of any of the Charged Assets;</p> <p>3.1.3 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.</p> <p><b>4. Protection of Security</b></p> <p>4.1 The Chargor agreed 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.</p> <p>4.2 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.</p> <p>continued on the continuation page</p>	

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

4.3 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 under the Deed in whole or in part, including (without limitation):-

4.3.1 any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which BoS may have as at 4 January 2010 or in the future from or against the Chargor or any other person in respect of the Secured Liabilities;

4.3.2 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;

4.3.3 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;

4.3.4 any grant of time, indulgence, waiver or concession to the Chargor or any other person;

4.3.5 any arrangement or compromise entered into between BoS and the Chargor or any other person;

4.3.6 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;

4.3.7 the invalidity, illegality, unenforceability, irregularity or frustration of the Secured Liabilities or any of the obligations of the Chargor or any other person;

4.3.8 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.

4.4 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:-

4.4.1 take any action or obtain judgment or decree in any court against the Chargor;

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### Particulars of a mortgage or charge

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4.4.2 make or file any claim to rank in a winding-up or a liquidation of the Chargor; or

4.4.3 enforce or seek to enforce any other security taken, or exercise any right or plea available to BoS, in respect of the Secured Liabilities.

4.5 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.

#### 5. Powers

5.1 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 4 January 2010.

5.2 Section 93 of the Act will not apply to the Deed.

5.3 BoS shall not be liable to account to the Chargor as mortgagee in possession or otherwise in respect of all or any of the Charged Assets and shall not be liable to the Chargor for any loss or damage arising from the exercise by BoS of all or any of the powers conferred by the Deed or the Act (including, without limitation, any loss of interest arising from the termination before maturity of any deposit).

#### 6. Power of Attorney

6.1 The Chargor irrevocably and by way of security appointed BoS as the attorney of the Chargor, for the Chargor 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 Chargor 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.

6.2 The Chargor ratifies and confirms and agreed to ratify and confirm whatever any attorney does or purports to do under its appointment under clause 14.1 of the Deed.

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Short particulars

##### 7. Further Assurance

The Chargor (at its own cost) will on demand in writing by BoS (acting reasonably) execute and deliver (in such form as BoS may reasonably require) such deeds, documents, agreements and instruments and will otherwise do and concur in all such other acts and things as BoS (acting reasonably) may deem necessary for perfecting, preserving or protecting the security created (or intended to be created) by the Deed or for facilitating the realisation of the Charged Assets charged by the Deed or the exercise of any rights of BoS under the Deed.



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## Particulars of a mortgage or charge

4	<b>Amount secured</b>	
	Please give us details of the amount secured by the mortgage or charge.	
Amount secured	<p><b>NOTE.</b></p> <p><b>In this form:</b></p> <p><b>"Account"</b> means the account of the Chargor with BoS, sort code: 12-05-65 and account number: 06066613, as such account may be redesignated and/or renumbered from time to time;</p> <p><b>"Act"</b> means the Law of Property Act 1925;</p> <p><b>"BoS Documents"</b> has the meaning given to such term in the Working Capital Facility Letter;</p> <p><b>"Deposit"</b> 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;</p> <p><b>"Free Account"</b> 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;</p> <p><b>"Working Capital Facility Letter"</b> means the facility letter dated 4 January 2010 entered into by BoS and, amongst others, the Chargor in relation to a working capital facility of £1,630,000 (as such letter is amended, varied, supplemented, novated or replaced from time to time).</p>	



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

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

**COMPANY NO. 4945078  
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEED OF CHARGE OVER DEPOSIT  
DATED 4 JANUARY 2010 AND CREATED BY ACCANTIA GROUP  
HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE COMPANY AND THE BORROWERS  
TO BANK OF SCOTLAND PLC AND/OR A THIRD PARTY ON  
ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE  
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING  
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1  
PART 25 OF THE COMPANIES ACT 2006 ON THE 15 JANUARY  
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 JANUARY  
2010

*D. V. Selo,*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES