

M

CHWP000

COMPANIES FORM No. 403a

Declaration of satisfaction in full or in part of mortgage or charge

403a

Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block letteringTo the Registrar of Companies
(Address overleaf)

For official use

Company number

1			
---	--	--	--

3709012

Name of company

* insert full name
of company

*Cheval Finance Ltd

I, Allan Kayof Merdien House, 69-71 Clarendon Road, Watford, Hertfordshire WD17 1DS† delete as
appropriate

[a director][the secretary][the administrator][the administrative receiver]† of the above company, do
solemnly and sincerely declare that the debt for which the charge described below was given has been
paid or satisfied in **[full]****[part]**†

insert a description
of the instrument(s)
creating or
evidencing the
charge, eg
'Mortgage',
'Charge',
'Debenture' etcDate and description of charge # Debenture dated 15 June 1999Date of registration # 25 June 1999Name and address of [chargee][trustee for the debenture holders]† Bank Leumi (UK) Plc
4-7 Woodstock Street, London W1A 2AFo the date of
registration may be
confirmed from the
certificateShort particulars of property charged \$ Please see attached Particulars\$ insert brief details
of property

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835

Declared at MERIDIEN HOUSE
69-71 CLARENDON ROAD, WATFORD WD17 1DS

Declarant to sign below

on

Day	Month	Year
03	01	2008

Alan Margolis LLb FLd
Solicitor

before me
A Commissioner for Oaths or Notary Public or Justice of
the Peace or a Solicitor having the powers conferred on a
Commissioner for Oaths

Presenter's name address and
reference (if any)

Cheval Finance Ltd
Merdien House
69-71 Clarendon Road
Watford WD17 1DS

For official Use (02/06)
Mortgage Section

FRIDAY



A14K9W26

A50

04/01/2008

197

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1. The Company with full title guarantee and to the intent that the security created by the Deed shall rank as a continuing security for the payment of all principal and other monies intended to be secured by the Deed charged to the Bank:

1.1 by way of legal mortgage all estates and interests in any freehold and/or leasehold property referred to in the Schedule hereto and all buildings fixtures (including trade fixtures) and fixed plant and machinery owned by the Company and from time to time on or in such freehold and/or leasehold property ("the Legally Mortgaged Property") and/or the proceeds of sale thereof;

continued on continuation sheet 1, page 4

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)

N/A

Signed

DOB Kingston Mason

Date

24 June 1999

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

1.2 by way of fixed equitable charge all estates or interests in any freehold and leasehold property (except the Legally Mortgaged Property) as at 15th June 1999 and at any time during the continuance of the security belonging to or charged to the Company and all licences as at 15th June 1999 or thereafter held by the Company to enter upon or use land and the benefit of all other agreements relating to land to which the Company is or may become a party or otherwise entitled and all buildings fixtures (including trade fixtures) and fixed plant and machinery owned by the Company and from time to time on or in any freehold or leasehold property an interest in which is charged under the Deed ("the Equitably Charged Property") and/or the proceeds of sale thereof;

1.3 by way of first fixed equitable charge all estates and interests in any freehold or leasehold properties as at 15th June 1999 or at any time mortgaged or charged to the Company in respect of which the Bank shall have received an undertaking to hold deeds and documents to its order pursuant to the terms of the General Undertaking referred to in condition 3.5 of the Deed and all the Company's right title and interest therein and the proceeds of sale thereof ("the Charged Mortgages");

1.4 by way of fixed charge all book debts and other debts as at 15th June 1999 and from time to time due or owing to the Company and all proceeds thereof and the benefit of all rights relating thereto ("the Book and other Debts");

1.5 by way of fixed charge all credit balances of the Company with other bankers or third parties ("the Credit Balances");

1.6 by way of fixed charge all stocks shares and/or other securities ("the Securities") as at 15th June 1999 or at any time during the continuance of the security belonging to the Company (including without prejudice to the generality of the foregoing, loan capital indebtedness or liabilities on any account or in any manner owing to the Company) in each of the following categories:

1.6.1 in (or from) any Subsidiary or Associated Company of the Company, and/or

1.6.2 which or the certificates of which are as at 15th June 1999 or may at any time thereafter be deposited with the Bank or held by the Bank or its agents or transferred to or registered in the name of the Bank or its agents or its nominees;

and all rights in respect of or incidental to the Securities specified in paragraphs 2.6.1 and 2.6.2 of the Deed,

1.7 by way of fixed charge all documents which have been or may from time to time be deposited with the Bank and which are not charged to the Bank pursuant to the foregoing sub-clauses or pledged under condition 9 of the Deed, including all rights, monies or property (whether of a capital or income nature) howsoever accruing or derived therefrom or arising in respect thereof ("the Deposited Property");

1.8 by way of fixed charge the goodwill, licences, patents, patent applications, trademarks, trademark applications, service marks, service mark applications, copyrights, rights in the nature of copyright and all other intellectual property rights as at 15th June 1999 or at any time during the continuance of the security belonging to the Company ("the Goodwill and Intellectual Property");

continued on continuation sheet 2, page 4

1.9 by way of floating charge its undertaking and all its other property assets and rights whatsoever and wheresoever present and/or future including those expressed as charged by way of fixed charge if and to the extent that such charge may fail for any reason to operate as a fixed charge ("the Property charged by way of Floating Charge" and together with the Legally Mortgaged Property, the Equitably Charged Property, the Charged Mortgages, the Book and other Debts, the Credit Balances, the Securities, the Deposited Property, the Goodwill and Intellectual Property and all other property mortgaged or charged by the Deed collectively called "the Charged Property").

2 Negative Pledge

2.1 Without prejudice and in addition to all other restrictions contained in the Deed (including without limitation Conditions 3.3 4 and 3 11.1.1 of the Deed) the Company has covenanted with the Bank not without the prior written consent of the Bank to create or permit to subsist any mortgage or charge or other encumbrance in favour of any third party of or affecting the Charged Property or any part or parts thereof other than

2.1.1 the existing mortgages, charges and/or other encumbrances (if any) of which brief particulars are set out in the Second Schedule to the Deed, and limited to the maximum principal sums specified in respect of each such mortgage, charge or other encumbrance in the said Schedule;

2 1.2 arising by operation of law;

2.1 3 particular liens arising in the ordinary course of business, otherwise than for obligations more than thirty days overdue which have not been contested in good faith;

2.1 4 pledges or charges created for the purpose of financing contracts in the ordinary course of business for the purchase or sale of goods

2 2 As a condition of consenting to the creation of any further mortgage, charge or other encumbrance under Condition 14.1 of the Deed the Bank may require completion of an agreement in a form approved by solicitors for the Bank regulating priorities between such security and the security constituted by the Deed.