

M

COMPANIES FORM No. 395

108946/10

Particulars of a mortgage or charge

395

A fee of £10 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

COMPANIES HOUSE 04614812

Name of company

* CHEVAL PERSONAL LOANS LIMITED (the "Assignor")

Date of creation of the charge

30 October 2003

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

ASSIGNMENT OF KEYMAN INSURANCE POLICY (the "Deed")

Amount secured by the mortgage or charge

The aggregate of all indebtedness, liabilities and obligations which are as at 30 October 2003 or may at any time thereafter be due, owing or incurred in any manner whatsoever to the Chargee whether actually or contingently, whether pursuant to the Facility Documents or otherwise, whether solely or jointly with another person, whether as principal or surety and whether or not the Chargee shall have been an original party to the relevant transaction and in whatever currency denominated ("Secured Obligations")

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

BARCLAYS BANK PLC of 54 Lombard Street, London EC3V 9EX (the "Bank")

Postcode

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

DLA
3 Noble Street
London EC2V 7EE
KLH/jmg/banking

hugginsk\395's\Cheval-keyman

Time critical reference

For official Use
Mortgage Section

Post room



A02
COMPANIES HOUSE

AT200PY6

0423
11/11/03

CHFP025

Please do not
write in
this margin

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

*insert full name
of Company

1. ASSIGNMENT

1.1 The Assignor with full title guarantee and as a continuing security assigned absolutely to the Bank the Policy and all monies, bonuses, profits, additions and benefits already accrued or which may accrue in the future which may become payable thereunder for the payment or discharge of the Secured Obligations.

1.2 Subject to the provisions of the Facility Agreement, if the Assignor unconditionally and irrevocably pays or discharges to the Bank the Secured Obligations, then the Bank will at the request and cost of the Assignor reassign the Policy to the Assignor or as the Assignor shall direct.

1.3 Clause 5.5 of the Debenture shall apply mutatis mutandis to the Deed.

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

A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

Signed DLA

Date 7 NOVEMBER 2011

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 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 CF14 3UZ

CHFP025

Particulars of a mortgage or charge (continued)

Please do not
write in this
binding margin

Continuation sheet No 1
to Form No 395 and 410 (Scot)

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

Company Number

04614812

Name of Company

CHEVAL PERSONAL LOANS LIMITED (the "Assignor")

XXXXXX

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

NOTE.

In this form:-

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

"Assigned Assets" means all the right, title, benefit and interest of the Assignor whatsoever whether present or future, proprietary, contractual or otherwise, arising out of or in, to or under the Policy including (but without prejudice to the generality of the foregoing) all claims for damages or other remedies in respect of any breach of the Policy, all moneys whatsoever which are as at 30 October 2003 or may at any time thereafter be or become due or owing to the Assignor under or arising out of the Policy or in connection with the rights of the Assignor evidenced thereby and all rights and remedies for enforcing any Policy in the name of the Assignor or otherwise;

"Chargee" means Barclays Bank Plc of 54 Lombard Street, London EC3V 9EX;

"Debenture" means the debenture dated 30 October 2003 and made between the Assignor (1) and the Bank (2);

"Facility Agreement" means the facility agreement dated 30 October 2003 and made between, inter alios, the Assignor (1) and the Bank (2);

"Facility Documents" means the Facility Agreement, the Overdraft Facility Letter, the Security Documents, the Sale and Purchase Deed, and any other related documents entered into by the parties pursuant to the Lender's financing under the Facility Agreement and **"Facility Document"** shall mean any of the Facility Documents (all terms as more particularly defined in the Facility Agreement);

"Policy" means the life assurance policy described in the First Schedule hereto and any policies or policy for the time being substituted therefor under the terms of the Deed;

"Security" means the security created or to be created under or pursuant to the Deed.

FIRST SCHEDULE - THE POLICY

Assurance Company	Standard Life Assurance Company
Policy Number	X 75195263
Date of Policy:	17 July 2003
Commencement Date:	17 July 2003
Type of Assurance:	Life Assurance
Life Assured:	Jonathan Newman
Sum Assured:	£250,000
Event(s) on which benefits payable:	Death or critical illness of life assured
Premium and Period payable:	£185.81 monthly
Expiry Date:	17 July 2008

Please do not
write in this
binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

2. FURTHER ASSURANCES

The Assignor will, at its own expense, give all such assurances, take all action and execute all documents required by the Bank for perfecting or protecting the Security, for facilitating the realisation of all or any part of the Assigned Assets or in the exercise of all powers, authorities and discretions vested in the Bank and in particular, those powers granted under Clause 6 of the Deed.

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

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04614812

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ASSIGNMENT OF KEYMAN INSURANCE POLICY DATED THE 30th OCTOBER 2003 AND CREATED BY CHEVAL PERSONAL LOANS LTD FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BARCLAYS BANK 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 11th NOVEMBER 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12th NOVEMBER 2003.

20/11/03



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —