

# MG01

## Particulars of a mortgage or charge



249782/130

**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

WEDNESDAY



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19/05/2010

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COMPANIES HOUSE

1

### Company details

Company number 0 5 8 0 2 1 2 4

Company name in full ENIGMA TRAVEL GROUP LIMITED  
(the "Mortgagor")

5

For official use

→ Filing in this form  
Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by \*

2

### Date of creation of charge

Date of creation / 01 00 00 05 02 00 01 00

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 Mortgage of a life policy (the "Mortgage") to secure own liabilities of a company or a limited liability partnership

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### Amount secured

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

Amount secured (a) All money and liabilities whether actual or contingent (including further advances made thereafter by the Bank) which then were or at any time thereafter might be due, owing or incurred from or by the Mortgagor to the Bank anywhere or for which the Mortgagor might be or become liable to the Bank in any manner whatsoever without limitation (and (in any case) whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due, owing or incurred to some other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment or other transaction or by operation of law),

#### 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 Lloyds TSB Bank plc (the "Bank")

Address 25 Gresham Steet

London

Postcode E C 2 V 7 H N

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 1 The Mortgagor with full title guarantee assigned to the Bank
- (a) all money, including bonuses, that has accrued or may become payable under the Policy,
- (b) the benefit of all options and rights given to the Mortgagor in connection with the Policy, and
- (c) all the Mortgagor's rights, title and interest in and to the Policy,
- as continuing security for the payment to the Bank of the Secured Obligations (as defined in the Mortgage)
- 1 2 If there are two or more parties comprised in the expression the "Mortgagor" each of such parties with full title guarantee assigns all such party's rights, title and interest in and to the Policy to secure payment of the Secured Obligations
- 1 3 The security constituted in the Mortgage shall extend to all beneficial interests of the Mortgagor in the Policy and to any proceeds of sale or other realisation thereof or of any part thereof
- 1 4 This Mortgage shall bind the Mortgagor as a continuing security for the Secured Obligations notwithstanding that the liabilities of the Mortgagor to the Bank may from time to time be reduced to nil

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## Particulars of a mortgage or charge

### 7 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

NIL

### 8 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).

### 9 Signature

Please sign the form here

Signature

Signature

X *Ernesto LHP*

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 James Oxley

Company name Eversheds LLP

Address 6th Floor, Bridgewater Place

Water Lane

Post town Leeds

County/Region West Yorkshire

Postcode L S 1 1 5 D R

Country

DX DX 12027 Leeds - 27

Telephone 0845 498 4417



### 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 [enquires@companieshouse.gov.uk](mailto:enquires@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

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### Amount secured

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

Amount secured

- (b) Interest on all such money and liabilities to the date of payment at such rate or rates as might from time to time be agreed between the Bank and the Mortgagor or, in the absence of such agreement, at the rate, in the case of an amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank might in its absolute discretion from time to time select,
- (c) Commission and other banking charges and legal, administrative and other costs, charges and expenses incurred by the Bank in relation to the Mortgagor, the Mortgage or the Policy (as defined in the Mortgage and in the continuation page to part 6 of this form) (including any acts necessary to release the Policy from the security created by the Mortgage) or in preserving, defending or enforcing the security thereby created in all cases on a full and unqualified indemnity basis, and
- (d) Fees charged by the Bank for the time spent by the Bank's officials, employees or agents in dealing with any matter relating to the Mortgage. Such fees shall be payable at such rate as may be specified by the Bank

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Particulars of a mortgage or charge

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## Short particulars of all the property mortgaged or charged

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

Short particulars

### NOTE

- 1 The Mortgagor shall not without the prior written consent of the Bank
  - (a) sell, assign, transfer or otherwise dispose of, or deal in any other way whatsoever with the Policy,
  - (b) compound, release, exchange, set-off, discount, factor, or grant time or indulgence in respect of, any debt relating to the Policy or do anything whereby the recovery of any part of any such debt or any part of such proceeds may be impeded, delayed or prevented,
  - (c) mortgage, charge or give any security of any kind to a third party over the Policy nor allow any such mortgage, charge or security to exist (other than the Prior Mortgage(s) (if any) as described in the Schedule to the Mortgage),
  - (d) enter into any contractual or other agreement which has or may have an economic effect similar or analogous to any such encumbrance or security as would be prohibited by sub-clause 5(c) of the Mortgage (as described at paragraph 2 (c) above), or
  - (e) give to any person any option or any other right in relation to the Policy

### Definitions:

**"Policy"** means:

- (a) the policy of life assurance specified in the First Schedule to the Mortgage (as described in the Schedule to the continuation page to part 6 of this form), and
- (b) any policy or policies issued in substitution for the policy referred to in paragraph (a) (whether in whole or in part)

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Particulars of a mortgage or charge

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## Short particulars of all the property mortgaged or charged

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

Short particulars

### Schedule (the Policy)

Name of person whose Life is assured	Date of policy	Insurer/Office	Policy number	Sum Assured (exclusive of bonuses)	Term date
Pete Dyer	22 June 2006	Bupa Health Assurance Limited	H21548030 1/CTV08/0 01	£1,000,000	



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

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

COMPANY NO. 5802124  
CHARGE NO. 5

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A MORTGAGE OF A LIFE POLICY  
DATED 10 MAY 2010 AND CREATED BY ENIGMA TRAVEL  
GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE COMPANY TO LLOYDS TSB BANK  
PLC 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 19 MAY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 MAY 2010



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES