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Please do not write in this margin

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

181464/13

00267843

Name of company

Arnold Laver & Company Limited (the "Company")

Date of creation of the charge

03 December 2007

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

Mortgage over insurance policy (the "Mortgage")

Amount secured by the mortgage or charge

See Schedule 1

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

Clydesdale Bank PLC (trading as Yorkshire Bank) (the "Bank") of 30 St Vincent Place, Glasgow, G1 2HL

Postcode G1 2HL

Presentor's name address and reference (if any)

Walker Morris Solicitors Kings Court 12 King Street Leeds LS1 2HL

CAR/YOR 38-14

Time critical reference



Se	e Schedule 2	Please do not write in this margin Please complete legibly, preferab in black type, or bold block lettering				
	culars as to commission allowance or discount (note 3)					
N/a Signe	Λ.	A fee is payable to Companies House in respect of each register entry for a mortgage or charge (See Note 5)				
Not	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.	† delete as appropriate				
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.					
ļ	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 must be made payable to Companies House .					

The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ

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M395 Continuation

Company number

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Name of company

*insert full name of Company

Arnold Laver & Company Limited (the "Company")

Addendum 1/4

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

Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

Addendum 3/4

3 Names, addresses and description of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

SCHEDULE 1

The terms defined in Appendix 1 attached hereto shall have the same meanings given to them in that Appendix unless otherwise defined herein

1 AMOUNT SECURED BY THE MORTGAGE OR CHARGE

- The Company assigns the Policies (as detailed in Schedule 2 below) to the Bank as security for the payment and discharge of any sum of money or liability which the Company may now or at any time in the future owe to the Bank including
 - 1 1 1 sums and liabilities owed individually or jointly with others,
 - sums and liabilities owed as guarantor, indemnifier or security giver to any other person,
 - sums and liabilities which may or may not become payable depending on the outcome of future events including any sums and liabilities which would become payable on demand by the Bank,
 - sums and liabilities owed to another person, the rights to which have been transferred to the Bank,
 - 1 1 5 sums and liabilities owed on current or any other account,

and also including

Interest, and

Costs (the amounts described in this paragraph 11 together being the Secured Obligations),

and all other sums of money and liabilities owed under the Mortgage

All Costs and Interests on Costs from the date they are incurred until they are paid, will be secured by the Mortgage

SCHEDULE 2

The terms defined in Appendix 1 attached hereto shall the same meanings given to them in that Appendix unless otherwise defined herein

SHORT PARTICULARS OF THE PROPERTY MORTGAGED OR CHARGED

2 THE CHARGE

The Company, as a continuing security for the discharge of the Secured Obligations and all other sums of money and liabilities owed under the Mortgage charges the following policies (together being referred to herein as the "Policy") to the Bank,

Description of the policy/policies mortgaged				
Date of Policy	21 August 2007			
Policy number	L0195458792			
Assurance office	AEGON Scottish Equitable			
Life assured	Mark Richard Bower			
Date of Policy	21 August 2007			
Policy number	L0196658792			
Assurance office	AEGON Scottish Equitable			
Life assured	Andrew James Laver			

together with all monies assured by and all bonuses and other benefits of whatever nature under such the Policy, and any substituted or replacement policy from time to time obtained by the Company whether in accordance with the terms of the Mortgage or otherwise

3 POWER OF ATTORNEY

The Mortgage contains a power of attorney

4 ASSIGNMENT

The Bank may at any time transfer the benefit of the Mortgage to any person

APPENDIX 1

Costs means banking charges and all costs and expenses (including the Bank's internal management and administrative costs and legal costs on a full indemnity basis) incurred by the Bank in exercising its rights under the Mortgage, calculated as agreed between the Bank and the Company, or if there is no agreement, in accordance with the Bank's current practice from time to time,

Amount Secured by Mortgage Company Number 00267843 Arnold Laver & Company Limited

Interest means interest at the applicable rate or rates we agree with the Company from time to time in respect of any sum of money or liability, and if no rate has been agreed between the Bank and the Company for any particular sum of money or liability, interest at such rate as we may select from the rates agreed between us and the Company in respect of any other sum of money or liability, in all circumstances, computed and compounded as agreed between the Bank and the Company, or if there is no agreement, in accordance with the Bank's current practice from time to time, both before and after any judgement is obtained by the Bank,

Policy means the insurance policies detailed in paragraph 2 1 to Schedule 2 to this form 395 (as set out above) together with all monies assured by and all bonuses and other benefits of whatever nature under such the Policy, and any substituted or replacement policy from time to time obtained by the Company whether in accordance with the terms of the Mortgage or otherwise

Secured Obligations means any sum of money or liability which the Company may now or at any time in the future owe to the Bank including

- sums and liabilities owed individually or jointly with others,
- sums and liabilities owed as guarantor, indemnifier or security giver to any other person,
- sums and liabilities which may or may not become payable depending on the outcome of future events including any sums and liabilities which would become payable on demand by the Bank,
- sums and liabilities owed to another person, the rights to which have been transferred to the Bank,
- 5 sums and liabilities owed on current or any other account,

and also including

Interest, and

Costs,





CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00267843

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE OVER INSURANCE POLICY DATED THE 3rd DECEMBER 2007 AND CREATED BY ARNOLD LAVER & COMPANY LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CLYDESDALE BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 4th DECEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th DECEMBER 2007





