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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)

Name of company

* Automobile Association Insurance Services Limited of Fanum House, Basing
View, Basingstoke, Hampshire RG21 2EA (the "Assignor")

Date of creation of the charge

14 March 2006

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

Deed of Assignment dated 14 March 2006 and made between the Assignor and
the Bank (as defined below) relating to the Target Contract (as defined in
schedule 2 hereto) (the "Deed of Assignment")

Amount secured by the mortgage or charge

The payment and discharge of the Secured Obligations (as defined in
schedule 2 hereto)

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

Barclays Bank PLC of 1 Churchill Place, London (the "Bank")

Postcode E14 5HP

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

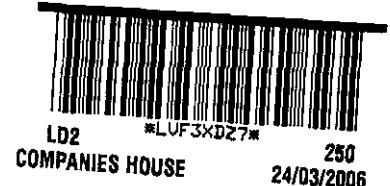
Simmons & Simmons
CityPoint
One Ropemaker Street
London
EC2Y 9SS

1226-502PDA/MUL Ln:2104F7E

Time critical reference

For official Use (02/00)
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

Please see schedule 1 hereto.

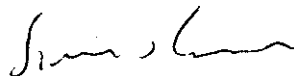
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legibly, preferably
in black type, or
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Particulars as to commission allowance or discount (note 3)

Nil

Signed



Date 23.6.06

On behalf of ~~XXXXXXXXXX~~ [mortgagee/chargee] †

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

† 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 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**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

SCHEDULE 1

Short particulars of all the property mortgaged or charged

1. **Assignment by way of Security**

Pursuant to clause 3.1 of the Deed of Assignment, the Assignor assigned and agreed to assign absolutely to the Bank, as security for the payment and discharge of the Secured Obligations, the Rights.

2. **Covenants**

Pursuant to clause 6(A) of the Deed of Assignment, the Assignor covenanted with the Bank that during the continuance of the security assignment pursuant to the Deed of Assignment, the Assignor will not create or permit to come into being any charge or encumbrance of any nature over or in relation to the Rights nor assign nor otherwise deal with the Rights save as permitted under the Deed of Assignment.

Capitalised terms used in this schedule 1 are defined in schedule 2.

SCHEDULE 2

In this Form 395, the following terms shall have the following meanings:

"Company" means Target Group Limited;

"Consumer Credit Act" means the Consumer Credit Act 1974.

"Contract" means:

- (A) a Regulated Contract; and
- (B) an Unregulated Contract,

each made between a Debtor and the Assignor pursuant to which the Assignor has made available a credit facility to the Debtor for the deferred payment of Insurance Premiums;

"Debt" means the indebtedness of a Debtor to the Assignor under a Contract (including VAT) and includes the right to payment of any principal, interest or finance charges and all other present and future rights, title, benefit and interest of the Assignor in, to and under the relevant Contract relating to such Debt;

"Debtor" means any debtor of the Assignor under a Contract;

"Eligible Debt" means a Debt that complies with the conditions set out in the Facility Agreement;

"Facility Agreement" means the master debt purchase facility agreement dated 14 March 2006 between the Assignor and the Bank (as amended or modified from time to time);

"Financial Assistance Prohibition" means any prohibition on the giving of financial assistance as set out in Chapter VI of Part V of the Companies Act 1985;

"Insurance Policy" means each contract of insurance between a Debtor and an Insurer, the premium of which is paid by the Assignor and the repayment of which is the subject of a Contract;

"Insurance Premium" means all insurance premiums relating to Insurance Policies (including any tax payable in respect of such insurance premiums) and any premium relating to the Schemes (including any tax payable in respect of such premium) payable to an Insurer or a Scheme Provider (as applicable), in each case where the Assignor has acted as broker in respect of such insurance under an Insurance Policy or a Scheme;

"Insurer" means each insurance underwriter or company listed in the Facility Agreement and any other insurance underwriter or company which is or becomes a member of the Assignor's panel of insurers and is a reputable insurance underwriter or company which is (other than Automobile Association Limited) regulated by the Financial Services Authority or otherwise authorised under the Financial Services and Market Act 2000 and which has been approved by the Assignor in accordance with its credit policy;

"Purchased Debts" means all Debts sold by the Assignor and purchased by the Bank in accordance with the Facility Agreement and/or, as the case may be, all Restricted Debts whose proceeds have been sold by the Assignor and purchased by the Bank in accordance with the Facility Agreement;

"Regulated Contract" means each contract which relates to an 11-instalment consumer loan agreement and which is regulated by the Consumer Credit Act;

"Restricted Debts" means those Eligible Debts generated by the Assignor whose underlying Contracts contain clauses which will prevent or will be held to prevent the assignment, transfer or novation of the Assignor's rights against the relevant Debtor thereunder;

"Rights" means all of the Assignor's present and future rights, title, benefit and interest to, in and under the Target Contract which relate to the Purchased Debts;

"Scheme Provider" means, in relation to a Scheme, Automobile Association Underwriting Services Limited (in respect of the claims assistance service scheme and the roadside assistance scheme), Automobile Association Limited (in respect of the roadside assistance scheme) or any other Insurer;

"Schemes" means any of the claims assistance service scheme, the household assistance service scheme, the roadside assistance scheme, the legal expenses scheme and the payment protection insurance scheme, or any other scheme provided to Debtors from time to time;

"Secured Obligations" means the present and future obligations and liabilities of the Assignor to the Bank under Clause 8 (*Collection and Administration*) of the Facility Agreement except for any obligation which, if it were so included, would result in the Deed of Assignment contravening any Financial Assistance Prohibition;

"Target Contract" means the framework agreement between the Assignor and the Company dated 15th April 2005 and any Work Contract or Agreement (each as defined therein) made thereunder as amended by a variation dated 25th November 2005;

"Unregulated Contract" means each contract which relates to a 4-instalment consumer loan agreement and which is not regulated by the Consumer Credit Act; and

"VAT" means value added tax as defined in the Value Added Tax Act 1994 or any other similar sales of goods and services tax.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02414212

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT DATED THE 14th MARCH 2006 AND CREATED BY AUTOMOBILE ASSOCIATION INSURANCE SERVICES LIMITED 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 24th MARCH 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29th MARCH 2006.

PDW



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES