

# M

## COMPANIES FORM No. 403a

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

# 403a

CHFP025

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 lettering

\* Insert full name  
of company

To the Registrar of Companies  
(Address overleaf)

For official use Company number

151

03345319

Name of company

\* Financial Dynamics Holdings Limited (the "Company")

I, SANTIM JALA  
of 68 NETHERTON RD LONDON W4

† 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' etc.

Date and Description of charge ‡ Mortgage Debenture dated 24 July 2003

Date of Registration § 30 July 2003

Name and address of [chargee] ~~XXXXXXXXXXXXXXXXXXXX~~ AIB Group (UK) plc (the  
"Bank"), 4 Queen's Square, Belfast, BT1 3DJ.

§ The date of  
registration may  
be confirmed  
from the  
certificate

Short particulars of property charged ¶ The Company charged the property as per the  
attached Schedule.

¶ 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 Holton Gate 26 Southampton  
Buildings London WC2A 1PB

Declarant to sign below

Day Month Year

on 01/09/2006

before me Jonathan Morris & Mary Cryshal LLP

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

Presenter's name, address and  
reference (if any):

Clifford Chance LLP  
10 Upper Bank Street  
London  
E14 5JJ

For official use  
Mortgage section

Post room



A24  
COMPANIES HOUSE

\*AKJUNJ02\*

540  
17/10/2006

## SCHEDULE

1. A fixed equitable charge over the Company's estate or interest in all freehold and/or leasehold property now or at any time belonging to or charged to the Company (other than the property described in 8 below) and the benefit of all other agreements or licences relating to land to which from time to time the Company is a party or otherwise entitled and all buildings, fixtures (including trade fixtures) and any fixed plant and machinery owned by the Company thereon from time to time and the proceeds of sale of all or any of the foregoing (the **"Equitably Charged Property"**).
2. (a) A fixed charge over all book debts now or at any time due or owing to the Company and (subject to the following proviso) all moneys which the Company receives in respect thereof but so that in the absence of written instructions from the Bank to the contrary the Company shall pay into the Company's current account with the Bank or if directed by the Bank into a special or specific designated account with the Bank either in the name of the Company or the Bank or in the joint names of the Company and the Bank or into such other account as the Bank may direct all moneys which it may receive in respect thereof and shall not without the prior written consent in writing of the Bank sell, factor, discount or otherwise charge or assign the same in favour of any other person or purport to do so and the Company shall if called upon to do so by the Bank from time to time execute legal assignments of such book and other book debts to the Bank. Provided that prior to the Mortgage Debenture becoming enforceable, in the absence of any directions to the contrary from the Bank any moneys in respect of the said book and other debts received by the Company and paid into the Company's current account with AIB Group (UK) plc shall be released from the fixed charge and shall become subject to the floating charge referred to in (7) below.  
  
(b) A fixed charge over all credit balances of the Company with the Bank or with other bankers or third parties but so that the Company shall inform the Bank of the existence of any such credit balances and shall if so directed by the Bank transfer such credit balances into an account with the Bank and the Company shall not without the prior written consent of the Bank sell or otherwise charge or assign the same in favour of any other person or purport to do so.
3. A fixed charge over all stock, shares and/or other securities now or at any time owned by 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 (or from) any body corporate together with all rights in respect of or incidental to such stock, shares and other securities (the **"Securities"**).
4. A fixed charge over the goodwill, licences, patents, patent applications, trademarks, copyrights, rights in the nature of copyright, registered designs and all other intellectual property rights now or at any time belonging to the Company (the **"Goodwill and Intellectual Property"**).

5. A fixed charge over the uncalled capital of the Company now or at any time hereafter in existence and future calls (whether made by the directors of the Company or by a receiver appointed under the terms of the Mortgage Debenture or a liquidator).
6. A fixed charge over all plant, machinery, vehicles, computers and office and other equipment now or at any time belonging to the Company (other than insofar as it is part of the Company's stock in trade) (the "**Equipment**").
7. A floating charge over the undertaking and all other property, assets and rights present and future of the Company but so that the Company shall not without the prior consent in writing if the Bank create any mortgage or charge ranking in priority to or pari passu with this floating charge or sell or otherwise dispose of the whole or, except in the ordinary course of trading and for full value, any part of the Company's undertaking.
8. A charge by way of Legal Mortgage over the property, if any, referred to in a schedule attached to the Mortgage Debenture and the proceeds of sale thereof (the "**Legally Mortgaged Property**").