

# M

## COMPANIES FORM No. 395

### 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.

CHFP025

Please do not write in this margin

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

\*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

Company number

116475/80

03571899

Name of company

\* BUY AS YOU VIEW HOLDINGS LIMITED (the "Company")

Date of creation of the charge

30 July 2004

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

DEBENTURE (the "Deed")

Amount secured by the mortgage or charge

All monies, indebtedness, liabilities and obligations which as at 30 July 2004 or may at any time thereafter be due, owing or incurred in any manner whatsoever to any Security Beneficiary by any Charging Company under the Senior Finance Documents and the Mezzanine Finance Documents whether actually or contingently, whether pursuant to a guarantee or otherwise, whether solely or jointly with any other person, whether as principal or security and whether or not such Security Beneficiary shall have been an original party to the relevant transaction and in whatever currency denominated including all liabilities from time to time assumed or incurred by any Security Beneficiary at the request of any Charging Company under the Senior Finance Documents and the Mezzanine Finance Documents in connection with foreign exchange transactions, acceptances, discounting or otherwise or under guarantees, bonds, indemnities documentary or other credits or any

continued on continuation sheet 1, page 2

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

BARCLAYS BANK PLC (the "Security Agent") of 54 Lombard Street, London.

Postcode EC3P 3AH

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

DLA LLP  
3 Noble Street  
London EC2V 7EE  
KLH/ss/banking

hugginsk\395s\Buy as you View H

Time critical reference

For official Use  
Mortgage Section

Post room



## 1. FIXED AND FLOATING CHARGES

### 1.1 Fixed charges

As a continuing security for the payment of the Secured Obligations, the Company, with full title guarantee, charged, and agreed to charge, in favour of the Security Agent the following assets which are at any time owned by the Company, or in which the Company is from time to time interested:

1.1.1 by way of first legal mortgage (save in respect of the HQ Property, which shall be charged by way of second legal mortgage) all the freehold and leasehold property (if any) vested in or charged to the Company including, without limitation, the property specified in Schedule 1 hereto, together with all buildings and fixtures (including trade fixtures) at any time thereon in each case other than Short Leasehold Property;

continued on continuation sheet 1, page 4

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Particulars as to commission allowance or discount (note 3)

N/A

Signed

SLA LUP

Date

9/8/04

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

A fee of £10 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 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

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# Particulars of a mortgage or charge (continued)

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

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

Company Number

03571899

Name of Company

BUY AS YOU VIEW HOLDINGS LIMITED (the "Company")

Limited\*

\* delete if  
inappropriate

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

instruments whatsoever and including interest, discount, commission and other lawful charges or reasonable expenses which may charge under the Senior Finance Documents and the Mezzanine Finance Documents;

provided that no obligation or liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, the Deed (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985 ("**Secured Obligations**").

**NOTE.**

**In this form:**

**"Charged Assets"** means all property and assets from time to time charged by or pursuant to the Deed;

**"Charged Shares"** means the Group Shares;

**"Charging Companies"** means the Initial Charging Companies and any company which accedes to the terms of the Deed pursuant to the terms of a duly executed Deed of Accession (as defined in the Deed) (each a "Charging Company");

**"Customer Data Base"** means the Group's data base of the Customers (as defined in the Senior Facilities Agreement) (including their names, addresses and account numbers) and related Customer Loans (as defined in the Facilities Agreements) for each Customer (including the current outstanding amount, a payment history and the arrears status of each Customer Loan) and if an Event of Default has occurred and is continuing such other information regarding the Customers and the Customer Loans as the Agent (as defined in the Senior Facilities Agreement) may require;

**"Customer Loan Receivables"** means any Customer Loans and all proceeds of the foregoing;

**"Event of Default"** means any event or circumstance specified as such in clause 25 of the Senior Facilities Agreement or in clause 24 of the Mezzanine Facility Agreement;

**"Existing Loan Notes"** means:

(i) the A Loan Notes (as defined in the Facilities Agreements);

(ii) the class B loan notes in the amount of £8,000,000 issued on 23 December 2003 to Gerald Coleman;

(iii) the class C loan notes in the amount of £24,000,000 issued on 23 December 2003 to the Vendor and the Alberta Louise Jones Trustees (both as defined in the Facilities Agreements);

**"Facilities Agreements"** means the Senior Facilities Agreement and the Mezzanine Facility Agreement;

**"Group"** means the Parent (as defined in the Facilities Agreements) and each of its Subsidiaries (as defined in the Facilities Agreements) for the time being and **"Group Company"** means any of them;

**"Group Shares"** means all shares specified in Schedule 2 hereto, together with all other stocks, shares, debentures, bonds, warrants, coupons or other securities and Investments owned by the Company;

**"HQ Property"** means the freehold property owned by Dunraven Developments Limited and known as Forest View Business Park, Llantrisant, CF72 8LX registered at the Land Registry under title number WA931594;

**"Initial Charging Companies"** means Malachite 1 Limited (CRN: 05191736), Malachite 2 Limited (CRN: 05191757), Buy As You View Group Limited (CRN: 04941153), Buy As You View Holdings Limited (CRN: 03571899), Dunraven Developments Limited (CRN: 03723411), Buy As You View Limited (CRN: 01257038), Dunraven Finance Limited (CRN: 01252688), and Coinmechs Limited (CRN: 00556643);

continued on continuation sheet 2, page 2

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

Please complete  
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bold block lettering

1.1.2 by way of first fixed charge all other interests (not being charged by 3.1.1 of the Deed) in any freehold or leasehold property vested in or charged to the Company, the buildings and fixtures (including trade fixtures) at any time thereon, all proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land;

1.1.3 by way of first fixed charge all plant, machinery, computers, vehicles, office and other equipment and the benefit of all contracts, licences and warranties relating to the same;

1.1.4 by way of first fixed charge all Investments, together with all Related Rights from time to time accruing thereto;

1.1.5 by way of first fixed charge all rights and interests of the Company in, and claims under, the Insurances and all proceeds thereof held by, or written in favour of, the Company or in which the Company is otherwise interested;

1.1.6 by way of first fixed charge all its right, title, interest and benefit in and to the Security Accounts, all monies standing to the credit of the Security Accounts, all interest accrued on monies standing to the credit of the Security Accounts and all rights of the Company to repayment of any of the foregoing;

1.1.7 by way of first fixed charge all monies standing to the credit of the Company from time to time on any and all accounts (other than a Security Account and the Loan Note Guarantee Security Accounts) with any bank, financial institution, or other person;

1.1.8 by way of first fixed charge all Intellectual Property including, without limitation, the intellectual property specified in Schedule 4 hereto;

1.1.9 by way of first fixed charge the Customer Database;

1.1.10 by way of first fixed charge the benefit of all licences, consents, agreements and authorisations held or utilised by the Company in connection with its business or the use of any of its assets;

1.1.11 to the extent not effectively assigned under Clause 3.2 of the Deed (Assignment), by way of first fixed charge all Receivables;

1.1.12 to the extent not effectively assigned under Clause 3.2 of the Deed (Assignment), by way of first fixed charge all Customer Loan Receivables;

1.1.13 by way of first fixed charge all the goodwill and uncalled capital of the Company; and

1.1.14 by way of first fixed charge all the Charged Shares together with all the Related Rights from time to time accruing thereto.

## 1.2 Assignment

As a continuing security for the payment of the Secured Obligations, the Company, with full title guarantee, assigned and agreed to assign absolutely in favour of the Security Agent all the rights, title, interest and benefit of the Company in and to:

continued on continuation sheet 2, page 4

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## Particulars of a mortgage or charge (continued)

Please do not  
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Continuation sheet No 2  
to Form No 395 and 410 (Scot)

Please complete  
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Company Number

03571899

Name of Company

BUY AS YOU VIEW HOLDINGS LIMITED (the "Company")

Limited\*

\* delete if  
inappropriate

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

**"Insurances"** means the policies of insurance in which the Company has an interest from time to time other than policies of insurance for third party liabilities (including, without limitation, directors and officers insurance);

Please complete  
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**"Intellectual Property"** means:

(i) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered (including for the avoidance of doubt the Registered Intellectual Property (as defined in the Facilities Agreements)); and

(ii) the benefit of all applications and rights to use such assets of each member of the Group;

**"Investments"** means shares other than Group Shares, certificates of deposit, debentures and other investments as defined in part II of schedule II to the Financial Services and Markets Act 2000;

**"Loan Note Guarantee Security Accounts"** has the meaning given to it in Schedule 10 of each of the Facilities Agreements;

**"Mezzanine Facility Agreement"** means the mezzanine facility agreement dated 30 July 2004 and made between inter alios the Parent, Malachite 2 Limited as borrower, Barclays Bank PLC as the mezzanine agent, the mezzanine arranger and the security agent and the persons named in that mezzanine facility agreement as mezzanine lenders;

**"Mezzanine Finance Documents"** has the meaning given to it in the Mezzanine Facility Agreement;

**"Permitted Disposal"** means any sale, lease, licence, transfer or other disposal which is on arm's length terms:

(i) of trading stock or cash made by any member of the Group in the ordinary course of trading of the disposing entity;

(ii) of any asset by a member of the Group (the **"Disposing Company"**) to another member of the Group (the **"Acquiring Company"**), but if:

(a) the Disposing Company is an Obligor (as defined in the Facilities Agreements), the Acquiring Company must also be an Obligor;

(b) the Disposing Company had given Security over the asset, the Acquiring Company must give substantially equivalent Security over that asset; and,

(c) the Disposing Company is a Guarantor (as defined in the Facilities Agreements), the Acquiring Company must be a Guarantor guaranteeing at all times an amount no less than that guaranteed by the Disposing Company;

(iii) of assets (other than shares, businesses, the HQ Property or Registered Intellectual Property) in exchange for or where the proceeds of Disposal (as defined in the Facilities Agreements) are used to acquire other assets comparable or superior as to type, value or quality or which are used within the Group for the running of the business provided that such acquisition or exchange occurs within six months of the date of the disposal and provided further that pending such acquisition the proceeds of Disposal are placed in a Holding Account (as defined in the Facilities Agreements);

(iv) of obsolete or redundant vehicles, plant and equipment for cash;

(v) constituted by a licence of intellectual property rights permitted by clause 24.30 of the Senior Facilities Agreement or clause 23.29 of the Mezzanine Facility Agreement;

continued on continuation sheet 3, page 2



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

Please complete  
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1.2.1 the Receivables; and

1.2.2 the Customer Loan Receivables.

Prior to the occurrence of a demand being duly made under either or both of clause 25.19.2 of the Senior Facilities Agreement and clause 24.19.2 of the Mezzanine Facility Agreement the Security Agent shall not, and shall not require the Company to, notify its debtors of the assignment of its Receivables and/or the Customer Loan Receivables in favour of the Security Agent.

### 1.3 Floating charge

As further continuing security for the payment of the Secured Obligations, the Company charged with full title guarantee in favour of the Security Agent by way of first floating charge all its assets and undertaking whatsoever and wheresoever situated both present and future not effectively charged by way of first fixed mortgage or charge pursuant to the provisions of Clause 3.1 of the Deed, including, without prejudice to the generality of the foregoing, heritable property and all other property and assets in Scotland.

### 1.4 Qualifying Floating Charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).

## 2. CONVERSION OF FLOATING CHARGE

### 2.1 Conversion of floating charge

The Security Agent may by written notice to the Company convert the floating charge created by the Deed into a fixed charge as regards all or any of the Company's assets specified in the notice if:

2.1.1 an Event of Default has occurred and is continuing; or

2.1.2 the Security Agent in its reasonable opinion considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

### 2.2 Automatic conversion of floating charge

The floating charge created by the Company under the Deed shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge in relation to any of the Charged Assets subject to the floating charge created by Clause 3.3 of the Deed (a "**Floating Charge Asset**") if the Company creates (or purports to create) Security (other than Permitted Security) on or over the relevant Floating Charge Asset without the prior consent in writing of the Security Agent or if any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Floating Charge Asset.

continued on continuation sheet 3, page 4

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# Particulars of a mortgage or charge (continued)

Please do not  
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Continuation sheet No 3  
to Form No 395 and 410 (Scot)

Please complete  
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Company Number

03571899

Name of Company

BUY AS YOU VIEW HOLDINGS LIMITED (the "Company")

Limited\*

\* delete if  
inappropriate

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

(vi) arising as a result of any Permitted Security; and

(vii) being the grant of leases and/or licences over Real Property (as defined in the Facilities Agreements) (other than the HQ Property) (on arms length terms); and

(viii) provided no Default (as defined in Facilities Agreements) has occurred which is continuing, of assets (other than shares, businesses, cash, receivables, the HQ Property or Registered Intellectual Property) for cash where the aggregate value of such disposals does not exceed £100,000 (or its equivalent) in any Financial Year (as defined in the Facilities Agreements) of the Parent;

**"Permitted Security"** means:

(i) any lien arising by operation of law or the ordinary course of trading and not as a result of any default or omission by any member of the Group;

(ii) any netting, cash pooling or set-off arrangement entered into by any member of the Group with any Lender or Mezzanine Lender (as defined in the Senior Facilities Agreement and the Mezzanine Facility Agreement respectively) in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of members of the Group;

(iii) any Security or Quasi-Security (as defined in the Facilities Agreements) over or affecting any asset acquired by a member of the Group after the Closing Date (as defined in the Facilities Agreements) if:

(a) the Security or Quasi-Security (as defined in the Senior Facilities Agreement) was not created in contemplation of the acquisition of that asset by a member of the Group;

(b) the principal amount secured has not been increased in contemplation of or since the acquisition of that asset by a member of the Group; and,

(c) the Security or Quasi-Security is removed or discharged within 10 days of the date of acquisition of such asset;

(iv) the legal charge dated 16 February 2001 granted by Dunraven Developments Limited in favour of the Welsh Development Agency over the HQ Property;

(v) any Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to a member of the Group in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by any member of the Group;

(vi) any Quasi-Security arising as a result of a disposal which is a Permitted Disposal;

(vii) any Security or Quasi-Security arising as a consequence of any finance lease permitted pursuant to paragraph (vi) of the definition of **"Permitted Financial Indebtedness"** (as defined in the Facilities Agreements); or,

(viii) the Vendor Security Documents (as defined in the Facilities Agreements);

**"Receivables"** means:

(i) all present and future book and other debts, rentals, royalties, fees, VAT (as defined in the Facilities Agreements) and monetary claims and all other amounts recoverable or receivable by the Company from other persons or due or owing to the Company other than Customer Loan Receivables (whether actual or contingent and whether arising under contract or in any other manner whatsoever);

continued on continuation sheet 4, page 2

Please do not  
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please complete  
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### 2.3 No waiver

The giving by the Security Agent of a notice pursuant to Clause 4.1 of the Deed in relation to any class of assets of the Company shall not be construed as a waiver or abandonment of the rights of the Security Agent to serve similar notices in respect of any other class of assets or of any of the other rights of the Security Agent and/or the Security Beneficiaries.

### 3. CONTINUING SECURITY

3.1 The Deed shall be in addition to, and without prejudice to and shall not merge with, any other right, remedy, guarantee, mortgage or other security which the Security Agent and/or the Security Beneficiaries may at any time hold for any of the Secured Obligations and the Deed may be enforced against the Company without the Security Agent and/or the Security Beneficiaries first having recourse to any other right, remedy, guarantee, mortgage or other security held or available to it.

3.2 The Deed shall remain in full force and effect as a continuing security until the Security Agent shall have certified in writing that the Secured Obligations have been discharged in full.

### 4. NEGATIVE PLEDGE

Save as permitted by the terms of the Senior Finance Documents and the Mezzanine Finance Documents, the Company covenanted with the Security Agent that, during the continuance of the security created by the Deed, it shall not without the prior written consent of the Security Agent:

4.1 create or permit to subsist any Security upon any of the Charged Assets; and

4.2 sell, transfer, lease, lend or otherwise dispose of, whether by a single transaction or a number of transactions and whether related or not, the whole or any part of the Charged Assets (other than *Permitted Disposals* and the capitalisation or waiver by the Company of all or part of any amounts receivable under the Existing Loan Notes).

### 5. FURTHER ASSURANCE

5.1 The Company will, whenever requested by the Security Agent and at its own expense, promptly execute such deeds or documents and take any action required by the Security Agent to perfect and protect the security created (or intended to be created) by the Deed or to facilitate the realisation thereof or otherwise to enforce the same or exercise any of the rights of the Security Agent under the Deed. In particular, but without limitation, the Company will:

5.1.1 execute a valid legal mortgage in such form as the Security Agent shall reasonably require of any freehold or leasehold property as at 30 July 2004 or in the future belonging to the Company which is not effectively charged by way of legal mortgage;

5.1.2 execute a legal assignment in such form as the Security Agent may reasonably require over all or any of the Receivables and the Customer Loan Receivables and give notice of such assignment to the relevant debtors;

continued on continuation sheet 4, page 4

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# Particulars of a mortgage or charge (continued)

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Continuation sheet No 4  
to Form No 395 and 410 (Scot)

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Company Number

03571899

Name of Company

BUY AS YOU VIEW HOLDINGS LIMITED (the "Company")

Limited\*

\* delete if  
inappropriate

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

(ii) the benefit of all rights and remedies relating to any of the foregoing including, without limitation, *claims for damages and other remedies for non-payment of the same, all entitlements to interest, negotiable instruments, guarantees, indemnities, Securities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights; and*

(iii) all proceeds of any of the foregoing;

**"Related Rights"** means, in relation to any Investments or Charged Shares, all dividends, distributions and other income paid or payable on the relevant Investment or Charged Shares (as the case may be), together with (a) all shares or other property derived from the relevant Investment or Charged Shares (as the case may be) and (b) all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to the relevant Investment or Charged Shares (whether by way of conversion, redemption, bonus, preference, option or otherwise);

**"Security"** a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

**"Security Account"** means a Customer Collection Account, a Mandatory Prepayment Account, a Holding Account, the Funding Account and any other account (except the Loan Note Guarantee Security Accounts) held with a Finance Party (all as defined in the Facilities Agreements);

**"Security Beneficiaries"** has the meaning given to that term in the Security Trust Deed (as defined in the Facilities Agreements);

**"Senior Facilities Agreement"** means the senior sterling term, guarantee and revolving warehouse facilities agreement dated 30 July 2004 between, (1) Malachite 1 Limited, (2) Malachite 2 Limited and Dunraven Finance Limited, (3) the original guarantors as named in part 1 of schedule 1 thereto, (4) Barclays Bank PLC as Arranger, (5) the Original Lenders as named in part 2 of the schedule 1 thereto, (6) Barclays Bank PLC as Agent, (7) Barclays Bank PLC as Security Agent and (8) Barclays Bank PLC as LNG Bank as such terms are defined therein;

**"Senior Finance Documents"** has the meaning given to the term "Finance Document" in the Senior Facilities Agreement;

**"Short Leasehold Property"** means each of the leasehold properties listed in Schedule 3 hereto and each other leasehold property acquired after 30 July 2004 on market rent terms for a term of less than 21 years unexpired at the date of such acquisition.

#### **SCHEDULE 1 - Details of Registered Land**

None

#### **SCHEDULE 2 - Group Shares**

See attached

#### **SCHEDULE 3 - Short Leasehold Property**

None

#### **SCHEDULE 4 - Intellectual Property**

None

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

Please complete  
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5.1.3 execute a valid fixed charge in such form as the Security Agent may reasonably require over any asset the subject of the floating charge under the Deed; and

5.1.4 otherwise execute all transfers, assignments, conveyances and assurances whatsoever and give all notices, orders, instructions and directions whatsoever which the Security Agent may think expedient.

5.2 Any security document required to be executed by the Company pursuant to Clause 7.1 of the Deed will be prepared at the cost of the Company and will contain terms and conditions which are no more onerous than those contained in the Deed.

5.3 The Company as registered proprietor appointed the Security Agent as its agent to apply for the particulars of the Deed and of the interest of the Security Agent in the Intellectual Property and any other or future trade marks or trade mark applications registered or to be registered in the United Kingdom in the name of the Company to be made on the Register of Trade Marks under section 25(1) of the Trade Marks Act 1994 and the Company agreed to execute all documents and forms required to enable such particulars to be entered on the Register of Trade Marks.

## **6. RECEIVABLES AND CUSTOMER LOAN RECEIVABLES**

### **6.1 Dealings with and realisation of Receivables and Customer Loan Receivables**

The Company will without prejudice to Clause 6 of the Deed (Negative Pledge) but in addition to the restrictions in that Clause, not, without the prior written consent of the Security Agent, sell, assign, charge, factor or discount or in any other manner deal with any of the Receivables or Customer Loan Receivables.

Please complete  
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bold block lettering

**BUY AS YOU VIEW HOLDINGS LIMITED 03571899**

**SCHEDULE 2**

**Group Shares**

<b>Charging Company</b>	<b>Name of company in which shares are held</b>	<b>Class of shares</b>	<b>Number of shares held</b>
Buy As You View Holdings Limited	Dunraven Developments Limited	Ordinary Shares of £1 each	10,000
Buy As You View Holdings Limited	Buy As You View Limited	Ordinary Shares of £1 each	50,000
Buy As You View Holdings Limited	Dunraven Finance Limited	Ordinary Shares of £1 each	3
Buy As You View Holdings Limited	Coinmechs Limited	Ordinary Shares of £1 each	802,478
Buy As You View Holdings Limited	Just Rentals Limited	Ordinary Shares of £1 each	2

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03571899

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 30th JULY 2004 AND CREATED BY BUY AS YOU VIEW HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY CHARGING COMPANY TO ANY SECURITY BENEFICIARY ON ANY ACCOUNT WHATSOEVER 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 AUGUST 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16th AUGUST 2004.

P. C.



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES