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CHFP041

## COMPANIES FORM No. 395

**Particulars of a mortgage or charge****395**

**A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.**

Please do not  
write in  
this margin

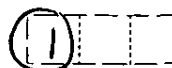
Please complete  
legibly, preferably  
in black type or  
bold block  
lettering

\* 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



03607059

Name of company

\*Intercapital Brokerage Services Limited (the **Chargor**)

Date of creation of the charge

07/10/2008

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

T Security Agreement (as defined in Continuation Sheet 2)

Amount secured by the mortgage or charge

Capitalised terms not defined herein have the meaning given in Continuation Sheet 2.

The Chargor, as primary obligor and not merely as surety, covenants with the Security Agent that it will pay or discharge on demand the Secured Liabilities on the date(s) on which such Secured Liabilities are expressed to become due in the manner provided for in the relevant Finance Document.

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

T HSBC Bank plc, 8 Canada Square, London for itself and as agent and trustee for each of the Secured Creditors (the **Security Agent**)

Postcode E14 5HQ

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

FRESHFIELDS BRUCKHAUS  
DERINGER LLP  
65 FLEET STREET, LONDON  
ENGLAND  
UNITED KINGDOM EC4Y 1HS  
DX 23 LONDON/CHANCERY LANE  
MJA/AXR/ME

Time critical reference

For official use (02/2006)  
Mortgage Section

Post room

MONDAY



LD5

\*LGJ1044Y\*

20/10/2008

106

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See Continuation Sheet 1.

The Security Agreement contains a negative pledge

Please do not  
write in  
this margin

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

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

† Delete as  
appropriate

Particulars as to commission allowance or discount (note 3)

Signed Henrichs Bruckhaus Dörner Date 20 October 2008

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

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 are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is - Companies House, Crown Way, Cardiff CF4 3UZ.

Continuation Sheet 1

Capitalised terms not defined herein have the meaning given in Continuation Sheet 2

(a) The Chargor charges by way of first floating charge all its present and future undertakings and assets of whatever type and wherever located and save to the extent that such first floating charge would cause a breach of any existing provisions governing any of the Secured Assets and to the extent permitted by the Finance Documents

(b) The floating charge created by the Chargor pursuant to paragraph (a) shall be deferred in point of priority to all other Security.

(c) The floating charge created by the Chargor pursuant to paragraph (a) above is a "qualifying floating charge" for the purposes of paragraph 14 2(a) of Schedule B1 to the Insolvency Act 1986. Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the Security Agreement

+45.

Continuation Sheet 2

**Banks** means HSBC Bank and Barclays Bank plc

**Chargor** means Intercapital Brokerage Services Limited, a company incorporated in England and Wales with registered number 03607059 and having its registered office at c/o City Index Moorgate, Moorgate Hall, 155 Moorgate, London, EC2M 6XB

**Discharge Date** means the date on which the Secured Liabilities have been irrevocably and unconditionally discharged in full.

**Enforcement Event** means an Event of Default (as defined in the Facility Agreement) which is continuing

**Facility Agreement** means the facility agreement dated 6 october 2008 entered into between, amongst others, the Chargor and the Security Agent

**Finance Documents** means the Facility Agreement, the Principles, any existing security documents or guarantees entered into in connection or contemplated by the Facility Agreement or the Principles including any other document designated as a Finance Document by the Chargor and the Security Agent

**Principles** means the principles of support agreement dated 6 october 2008 and entered into between, amongst others, the Chargor, the Security Agent and the Banks

**Receiver** means a receiver and manager or other receiver appointed under the Security Agreement in respect of the Security Assets and shall, if allowed by law, include an administrative receiver

**Related Rights** means, in relation to any asset

- (a) all rights under any licence, agreement for sale or agreement for lease or other use in respect of all or any part of that asset,
- (b) all rights, powers, benefits, claims, contracts, warranties, remedies, covenants for title, security, guarantees or indemnities in respect of any part of that asset,
- (c) the proceeds of sale of all or any part of that asset, and
- (d) any other moneys paid or payable in respect of that asset

**Secured Creditors** means the Banks and the Security Agent

**Secured Liabilities** means any and all present and future sums, liabilities and obligations (actual or contingent and whether incurred solely or jointly with any other person and whether as principal or surety) owing, payable or incurred by any Obligor to any Secured Creditor in any currency under the Finance Documents

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**Security Agreement** means the security agreement between the Chargor and the Security Agent dated 7 October 2008

**Security** means any Security Interest created under or pursuant to the Security Agreement

**Security Assets** means all the assets and undertakings of the Chargor from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) pursuant to the Security Agreement

**Security Interest** means any mortgage, charge, pledge, lien, assignment or other security interest or any other agreement, trust or arrangement (including a right of set-off or combination) having a similar effect



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

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

**COMPANY NO. 3607059  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 7  
OCTOBER 2008 AND CREATED BY INTERCAPITAL  
BROKERAGE SERVICES LIMITED FOR SECURING ALL MONIES  
DUE OR TO BECOME DUE FROM ANY OBLIGOR TO ANY  
SECURED CREDITOR 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 20 OCTOBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 OCTOBER  
2008

*Dx/kH*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES