

# M

CHFP025

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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 £10 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



3767093

Name of company

\* MATCH GROUP PLC ("the Assignor")

Date of creation of the charge

31 July 2001

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

DEED OF ASSIGNMENT OF VENDOR LIFE POLICIES ("the Deed")

Amount secured by the mortgage or charge

All indebtedness, liabilities and obligations which as at 25 July 2001 or at any time thereafter may be due, owing or incurred in any manner whatsoever to the Security Beneficiaries by any Group Company whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety and whether or not the Security Beneficiaries 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 the Security Beneficiaries at the request of any Group Company in connection with foreign exchange transactions, acceptances, discounting or otherwise or under guarantees, bonds, indemnities, documentary or other credits or any instruments whatsoever and including interest, discount, commission and other lawful charges or reasonable expenses which the Security Beneficiaries may in the course of their business charge in respect of any facilities or accommodation or service provided by the Security Beneficiaries or for keeping any Group Company's account ("Secured Obligations")

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

THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND at 5th Floor, Broad Street House, 55 Old Broad Street, London EC2P 2HL ("the Security Trustee")

Postcode

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

DLA  
3 Noble Street  
London EC2V 7EE

PJC/klh/banking

hugginsk\forms395\Match-Vd

Time critical reference

For official Use  
Mortgage Section

Post room

M



A15  
COMPANIES HOUSE

0830  
01/08/01

1. ASSIGNMENT

The Assignor assigned and agreed to assign with full title guarantee unto the Security Trustee the Policies and all monies including bonuses accrued or which may at any time thereafter accrue which shall become payable thereunder and the benefit of all powers and remedies for enforcing the same absolutely as a continuing security to the Security Trustee for the payment or discharge by the Assignor on demand of the Secured Obligations subject only to the proviso for redemption contained in Clause 4 of the Deed.

continued on continuation sheet 1, page 4

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Particulars as to commission allowance or discount (note 3)

N/A

Signed

*DUA*

Date

31/7/01

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)

Notes

† delete as  
appropriate

- 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 CF4 3UZ

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

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**Particulars of a mortgage or charge  
(continued)**

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

CHFP025

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Company Number

3767093

Name of Company

MATCH GROUP PLC ("the Assignor")

~~limited~~\*

\* delete if  
inappropriate

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

## NOTE.

In this form:-

"Facilities Agreement" means the facilities agreement dated 23 June 1999 as amended by a supplemental agreement dated 26 October 2000 between Match Holdings Limited (as Parent), Match Group Plc (as Principal Borrower) and The Governor and Company of the Bank of Scotland (in its various capacities as the Agent, the Arranger, the Security Trustee, the Bank, the Guaranteeing Bank and the Working Capital Bank);

"Group" means at any time Match Holdings Limited and its Subsidiaries (as more particularly defined in the Facilities Agreement) (other than the Subsidiaries which are members of the Primary Healthcare Group) for the time being and "Group Company" means any of them;

"Policies" means the policies of insurance particulars of which are set out in the Schedule hereto and shall include any one or more of them and the benefits assigned to the Assignor by the Vendor Deed of Assignment (as more particularly defined in the Deed);

"Security Beneficiaries" means the Agent, the Banks, the Guaranteeing Bank, the Working Capital Bank, the Hedging Counterparty (provided that the Hedging Counterparty is Bank of Scotland Treasury Services plc) and any other party which is a Security Beneficiary as defined in and under the Security Trust Deed (all terms as more particularly defined in the Facilities Agreement).

## SCHEDULE

INSURER: Cassidy Davis Insurance Group  
 POLICY NO: A4614  
 LIFE ASSURED: Nigel Nicholls  
 SUM ASSURED: £4,320,000 on 20 October 2000  
 £4,320,000 on 20 October 2001  
 £4,320,000 on 20 October 2002  
 £3,456,000 on 20 October 2003  
 £2,592,000 on 20 October 2004  
 £1,728,000 on 20 October 2005  
 £864,000 on 20 October 2006  
 TERM: 7 years from 20 October 2000

INSURER: Cassidy David Insurance Group  
 POLICY NO: A4615  
 LIFE ASSURED: Terence Turner-Boutle  
 SUM ASSURED: £2,800,000 on 20 October 2000  
 £2,880,000 on 20 October 2001  
 £2,880,000 on 20 October 2002  
 £2,304,000 on 20 October 2003  
 £1,728,000 on 20 October 2003  
 £1,152,000 on 20 October 2004  
 £576,000 on 20 October 2006  
 TERM: 7 years from 20 October 2000

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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. FURTHER ASSURANCE

The Assignor undertook from time to time and at all times, whether before or after the security constituted by the Deed shall have become enforceable, insofar as it is lawfully able so to do, and to the extent not inconsistent with the Deed, the Facilities Agreement and the terms of the Policies to execute and do all such assurances and things as the Security Trustee may reasonably require for protecting, preserving or perfecting the security constituted by the Deed of Assignment or otherwise for enforcing the same or exercising any of the powers, rights, authorities and discretions conferred on the Security Trustee by the Deed and in particular, but without limitation, the Assignor shall execute all transfers, assignments, and assurances whatsoever and give all notices, orders, instructions and directions whatsoever which the Security Trustee may reasonably require.

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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. 03767093

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT OF VENDOR LIFE POLICIES DATED THE 31st JULY 2001 AND CREATED BY MATCH GROUP PLC FOR SECURING ALL INDEBTEDNESS, LIABILITIES AND OBLIGATIONS DUE, OWING OR INCURRED IN ANY MANNER WHATSOEVER BY ANY GROUP MEMBER TO THE SECURITY BENEFICIARIES ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 1st AUGUST 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3rd AUGUST 2001.

P. heah



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES