

# M

CHFP025

## 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 Company")

Date of creation of the charge

23rd June 1999

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

CHARGE OVER LOAN NOTE GUARANTEE SECURITY ACCOUNT ("the Charge")

Amount secured by the mortgage or charge

All indebtedness, liabilities and obligations, whether certain or contingent, which as at 23rd June 1999 or at any time thereafter may be or become due or owing by the Company to the Guaranteeing Bank under the Guarantee Facility ("the Secured Obligations").

continued on continuation sheet 1, page 2

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

THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND, 5th Broad Street House, 55 Old Broad Street, London ("the Guaranteeing Bank").

Postcode EC2P 2HL

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

Dibb Lupton Alsop  
125 London Wall  
London EC2Y 5AE

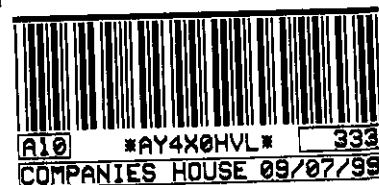
TM/ams/Banking

Swana Match Ln.lfd

Time critical reference

For official Use  
Mortgage Section

Post room



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

1. CHARGE

1.1 In consideration of the Guaranteeing Bank continuing to make available the Guarantee Facility to the Company, the Company charged with full title guarantee in favour of the Guaranteeing Bank by way of first fixed charge and as a continuing security all its right, title and interest in the Loan Note Guarantee Security Account and the Charged Balance with the repayment and satisfaction as and when due and payable of all of the Secured Obligations;

NE def. not.

1.2 The Company represented and warranted that it was and shall be the sole and beneficial owner of the Loan Note Guarantee Security Account and the Charged Balance, and (but for the Charge or any encumbrance created under any other of the Security Documents) they are free from any encumbrance. The Company has undertaken that without the Guaranteeing Bank's consent it will not assign, transfer, create, attempt to create, or permit to subsist any other encumbrance on or over any part of the Loan Note Guarantee Security Account or the Charged Balance;

continued on continuation sheet 1, page 4

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Date \_\_\_\_\_

8/7/99

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

**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 situated 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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binding margin

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

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

CHFP025

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

Company Number

3767093

Name of Company

MATCH GROUP PLC ("the Company")

limited

\* delete if  
inappropriate

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

NOTE.

In this form:-

"Charged Balance" means all monies from time to time standing to the credit of the Loan Note Guarantee Security Account together with all interest accruing thereon;

"Facilities Agreement" means the facilities agreement dated 23rd June 1999 and made between (1) Match Group Plc and Match Holdings Limited (2)-(7) the Governor and Company of the Bank of Scotland (in its various capacities as Agent, Arranger, Security Trustee, Bank, Guaranteeing Bank and the Working Capital Bank) (all as more particularly defined therein);

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

"Guarantee Facility" means the loan note guarantee facility pursuant to which the Guaranteeing Bank issues the Loan Note Guarantee at the request of the Company in accordance with the terms of the Facilities Agreement;

"Loan Note Guarantee Security Account" means the interest bearing sterling deposit account, account number 00520285, sort code 12-01-03 held with the Guaranteeing Bank designated "Match Group Plc Loan Note Guarantee Account" and includes any sub-account, any redesignation of that account and any account substituted as the Loan Note Guarantee Security Account by written agreement between the parties;

"Security Documents" means the First Debenture, the Second Debenture, the Third Debenture, the Keyman Insurance Assignment, the Security Trust Deed, the Loan Note Security Account Charge, Permitted Liability Security Account Charge, the Cash Collateral Charge (all as more particularly defined in the Facilities Agreement) and any other documents entered into from time to time by any Group Company to secure for the benefit of the Security Beneficiaries any liabilities owed by any Group Company under or in connection with the Banking Documents (as more particularly defined in the Facilities Agreement) to some or all of the Security Beneficiaries.

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in black type, or  
bold block lettering

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binding margin

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

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

1.3 The Company shall not be entitled to withdraw or transfer the Charged Balance or any part of it during the continuance of the Charge except where permitted by and in accordance with the terms of the Facilities Agreement. The provisions of the Charge shall take priority, in the event of any inconsistency, over the terms on which any part of the Charged Balance may have been deposited save as provided in the Facilities Agreement.

1.4 The Charge shall:

1.4.1 not be discharged or affected by any failure of, or defect in, any agreement given by or on behalf of the Company in respect of the Secured Obligations (or any part thereof), nor by any legal limitation or lack of any borrowing powers of the Company or lack of authority of any person appearing to be acting for the Company or by any other fact or circumstances (whether known or not to the Company or the Guaranteeing Bank) as a result of which the Secured Obligations (or any part thereof) may be rendered illegal or void against or unenforceable by the Guaranteeing Bank;

1.4.2 remain binding on the Company notwithstanding any amalgamation, reconstruction, re-organisation, merger, sale or transfer by or involving the Guaranteeing Bank or its assets as permitted by, but subject to, the terms of the Facilities Agreement and the Charge and all rights conferred on the Guaranteeing Bank may be assigned or transferred accordingly to any successor or assignee or transferee of the Guaranteeing Bank permitted under the Facilities Agreement; and

1.4.3 be additional and without prejudice to any other security which the Guaranteeing Bank may hold from time to time;

1.5 It was agreed and declared that:

1.5.1 if at any time the Secured Obligations have been irrevocably paid or discharged in full to the satisfaction of the Guaranteeing Bank; or

1.5.2 if the Company grants in substitution for the security created by the Charge further security in favour of the Guaranteeing Bank (which further security is in all respects satisfactory to the Guaranteeing Bank in its sole discretion),

then the Guaranteeing Bank will at the request and cost of the Company release (without recourse or warranty) the Charged Balance and otherwise discharge the security constituted by the Charge.

## 2. FURTHER ASSURANCE

Without prejudice to anything else contained in the Charge the Company shall at any time at the request of the Guaranteeing Bank but at the reasonable cost of the Company promptly sign seal execute deliver and perform all deeds instruments notices documents acts and things in such form as the Guaranteeing Bank may from time to time reasonably require for perfecting or protecting the security over the whole or any part of the Charged Balance or for facilitating its realisation.

**FILE COPY**



**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 CHARGE OVER LOAN NOTE GUARANTEE SECURITY ACCOUNT DATED THE 23rd JUNE 1999 AND CREATED BY MATCH GROUP PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND UNDER THE GUARANTEE FACILITY (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 9th JULY 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th JULY 1999.

A handwritten signature in black ink, appearing to be 'J. A.' or similar, located in the bottom left corner of the page.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

**C O M P A N I E S   H O U S E**