

M

CHFP025

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.

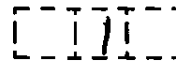
Pursuant to section 395 of the Companies Act 1985

704109/13

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

For official use

Company number



03849305

Name of company

* Buchanan Roxbrough Limited (the "Company")

Date of creation of the charge

22 MAY 2008

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

Composite guarantee and mortgage debenture dated 22 May 2008 and made between (1) Loans and Finance Limited, (2) Baker Evans Limited, (3) the Company and (4) Landsbanki Commercial Finance ("LCF") (the "Composite Guarantee and Debenture")

Amount secured by the mortgage or charge

All moneys, obligations and liabilities, howsoever arising, now or at any time in the future due, owing or incurred by the Obligor (including the Companies) and each of them to LCF on any account whatsoever (whether or not evidenced by any note or instrument and whether or not for the payment of money), direct or indirect, absolute or contingent, including without limitation all interest (as well after as before any demand made or judgment given), fees, charges, expenses, legal fees and accounting fees chargeable to and payable by the Obligor under or in relation to any such moneys, obligations and/or liabilities ("Secured Obligations")

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

Landsbanki Commercial Finance,
Beaufort House, 15 St Botolph Street, London

Postcode EC3A 7QR

Presentor's name address and
reference (if any)

Squire, Sanders & Dempsey
Tower 42, Level 25
25 Old Broad Street
London
EC2N 1HQ

Time critical reference
LPS/100801.00019

For official Use (02/00)
Mortgage Section

Post room

THURSDAY



A53

AYRA30BN

05/06/2008

11

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see attached Continuation Sheets 1-7

Please do not
write in
this margin

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed Squire Sanders & Dempsey LLP Date 4 June 2008

On behalf of ~~XXXXXX~~ (mortgagee/~~XXXXXX~~ †

**A fee 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ

CHFP025

Particulars of a mortgage or charge (continued)

Please do not
write in this
binding margin

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

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

Company Number

03849305

Name of Company

Buchanan Roxbrough

Limited*

* delete if
inappropriate

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

Definitions:

Baines & Ernst: Baines & Ernst Limited, a company incorporated in England with registered number 3167325, whose registered office is at City Wharf, New Bailey Street, Manchester Lancashire M3 5ER

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

Baker Evans: Baker Evans Limited, a company incorporated in England with registered number 06246681, whose registered office is at City Wharf, New Bailey Street, Manchester Lancashire M3 5ER

Blair Endersby: Blair Endersby Limited, a company incorporated in England with registered number 3849301, whose registered office is at City Wharf, New Bailey Street, Manchester Lancashire M3 5ER

Borrowers: Loans and Finance, Baker Evans, the Company, the Parent and the Original Borrowers

Companies the Company, Loans and Finance and Baker Evans

Funding Network Loans: Funding Network Loans Limited, a company incorporated in England with registered number 4586904, whose registered office is at City Wharf, New Bailey Street, Manchester Lancashire M3 5ER

Guarantors the Parent, Funding Network Loans, Baker Evans, the Company, Blair Endersby, Loans and Finance and Baines & Ernst

Loans and Finance: Loans and Finance Limited, a company incorporated in England with registered number 05795220, whose registered office is at City Wharf, New Bailey Street, Manchester Lancashire M3 5ER

Obligors the Borrowers, the Parent and the Guarantors

Original Borrowers: the Parent, Baines & Ernst, Blair Endersby and Funding Network Loans

Parent Paymex Limited, a company incorporated in England with registered number 05823633 whose registered office is at Lloyds House, 18-22 Lloyd Street, Manchester M2 5BE

Please do not
write in this
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 Fixed Security

The Company grants to LCF with full title guarantee and as continuing security for the payment and discharge of the secured obligations

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

1 1 Security assignment

assigns absolutely to LCF the benefit (but not the burden) of all of the Company's rights, claims, title and interest from time to time (including but not limited to the right to receive all payments) in respect of all present and future

- (a) Insurance Policies, and
- (b) Debt Management Agreements (other than IVA Agreements) and Computer Contracts,
- (c) to the extent that such rights are capable of assignment, all of the Company's right, title and interest in and to Intellectual Property Rights (excluding third party rights) for the period during which such rights subsist,

in each such case, subject to the Company's right to call for re-assignment pursuant to clause 31 of the Composite Guarantee and Mortgage Debenture (*Release of security*),

1 2 Mortgage of Equipment

mortgages and charges to LCF all the Company's present and future Equipment, including but not limited to all its Computer Equipment and Physical Materials,

1 2 1 Other fixed security**(a) Land**

- (i) by way of legal mortgage, all Land in England and Wales now vested in it and registered at the Land Registry or which will be subject to first registration at the Land Registry upon the execution and delivery of this Deed, including the Land (if any) described under its name in Schedule 2 of the Composite Guarantee and Mortgage Debenture (*Land*),
- (ii) by way of legal mortgage, all other Land in England and Wales now vested in it and not registered at the Land Registry, and
- (iii) by way of first fixed charge
 - (1) all other Land which is now, or in the future becomes, its property,
 - (2) all interests and rights in or relating to Land or the proceeds of sale of Land now or in the future belonging to it,
 - (3) all plant and machinery now or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of clause 3 2 3 of the Composite Guarantee and Mortgage Debenture, and
 - (4) all income of any kind whatsoever and all debts and claims now or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land,

(continued on continuation sheet 2)

CHFP025

Particulars of a mortgage or charge (continued)

Please do not
write in this
binding margin

Continuation sheet No 2
to Form No 395 and 410 (Scot)

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

Company Number

03849305

Name of Company

Buchanan Roxbrough

Limited*

* delete if
inappropriate

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

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

Please do not
write in this
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*

(continued from continuation sheet 1)

(b) Investments

by way of first fixed charge

- (i) all Specified Investments which are now, or in the future become, its property,
- (ii) all Derivative Rights now or in the future accruing in respect of its Specified Investments,
- (iii) all Investments (other than Specified Investments) which are now, or in the future become, its property, and all Derivative Rights now or in the future accruing in respect of those Investments, and
- (iv) where Investments are held in a Relevant System, all its rights against the operator of the Relevant System or any participant in respect of such Investments,

except, in any such case, any Investments in a company (not being a wholly-owned Subsidiary of the relevant Company) that are subject to prohibitions on charging or mortgaging the same,

(c) Agreements

By way of first fixed charge, the benefit of all contracts and agreements to which it is a party (including but not limited to IVA Agreements) except to the extent that any such items are for the time being effectively assigned under clause 3 2 1 of the Composite Guarantee and Mortgage Debenture (*Security assignment*),

(d) Insurance Policies

by way of first fixed charge, all Insurance Policies now or in the future held by or otherwise benefiting it, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them), except to the extent that any such items are for the time being effectively assigned under clause 3 2 1 of the Composite Guarantee and Mortgage Debenture (*Security assignment*),

(e) Goodwill, etc.

by way of first fixed charge, all its goodwill and uncalled capital for the time being,

(f) Intellectual Property

by way of first fixed charge

- (i) all Specified Intellectual Property now or in the future belonging to the Company, and
- (ii) all other present and future Intellectual Property belonging to the Company, including (to the extent only of its interest) any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,

except, in any such case, to the extent that such items are for the time being effectively assigned under clause 3 2 1 of the Composite Guarantee and Mortgage Debenture (*Security assignment*),

(g) Debts, claims and other rights

by way of first fixed charge

- (i) all its present and future Book and Other Debts,

(continued on continuation sheet 3)

CHFP025

Particulars of a mortgage or charge (continued)

Please do not
write in this
binding margin

Continuation sheet No 3
to Form No 395 and 410 (Scot)

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

Company Number

03849305

Name of Company

Buchanan Roxbrough

Limited*

* delete if
inappropriate

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

—

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

Please do not
write in this
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*

(continued from continuation sheet 2)

- (i) all its interests, rights and receipts in respect of moneys at any time standing to the credit of its Collection Account or Collection Accounts,
- (ii) all moneys at any time standing to the credit of any of its other bank accounts,
- (iii) the benefit of all present and future licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them, and
- (iv) all other rights, money or property accruing or payable to it, whether now or in the future, under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by way of fixed charge under the foregoing provisions of this Deed

1 3 Creation of floating charge

The Company charges to LCF, by way of floating charge

- 1 3 1 all its present and future Assets except to the extent that any such Assets are for the time being effectively assigned or charged by way of fixed charge under the provisions of the Composite Guarantee and Mortgage Debenture, including any Assets comprised within a charge which is reconverted under clause 4 3 of the Composite Guarantee and Mortgage Debenture (*Reconversion*), and
- 1 3 2 without exception, all its present and future Assets insofar as any such Assets are for the time being situated in Scotland,

but in each case so that the Company shall not, without the prior written consent of LCF

- (a) create a Security Interest (other than a Permitted Security Interest) over any such Asset (whether having priority over, or ranking *pari passu* with or subject to, the floating charge) or take any other step referred to in clause 8 of the Composite Guarantee and Mortgage Debenture (*Negative pledge and other restrictions*) with respect to any such Asset, or
- (b) sell, transfer, part with or dispose of any such Asset except by way of sale in the ordinary course of its business except as otherwise permitted under the Finance Documents

Definitions**Account Bank** Lloyds TSB Bank plc, City Office, Gillingham, or such other bank as may be agreed between LCF and the Parent in accordance with clause 21 2 (*Account Bank*) of the Credit Facility Agreement**Assets** in relation to each of the Companies, all its undertaking, property, assets, revenues and rights of every description, or any part of them, present and future, and any interest therein**Book and Other Debts:** in relation to each of the Companies, all its present and future book and other monetary debts and claims, including but not limited to all its Financed Debts**Collection Account:** in relation to each Company other than the Parent, the current account maintained by it with the Account Bank for the purposes of clause 21 (*Collection Accounts*) of the Credit Facility Agreement, being in relation to Buchanan Roxburgh Limited (as at the date of this Deed), sort code 30-00-02, account number 0500602 and includes any additional or replacement account or sub-division or sub-account of any such account, and **Collection Accounts** shall be construed accordingly

(continued on continuation sheet 4)

CHFP025

Particulars of a mortgage or charge (continued)

Please do not
write in this
binding margin

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

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

Company Number

03849305

Name of Company

Buchanan Roxbrough

Limited*

* delete if
inappropriate

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

Amount due or owing on the mortgage or charge (continued)

Please do not
write in this
binding margin

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

Please do not
write in this
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*

(continued from continuation sheet 3)

Computer Contracts in relation to each Company, all its right, title and interest in and to the benefit of all contracts and agreements, relating to Computer Equipment, to which that Company is now or may from time to time be a party, including (without limitation) any agreement for the purchase, maintenance, hire or leasing of any Computer Equipment

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

Computer Equipment in relation to a Company, all its computer hardware and ancillary equipment (including but not limited to that described against its name in Schedule 4 (*Computer Equipment*)), together with any part or parts thereof and all additions, alternatives, accessories, replacements and renewals of component parts thereto and all manuals, technical records and log books relating to it

Credit Facility Agreement: the credit facility agreement dated 21 March 2007 and made between LCF (1), the Parent, (2), the Companies listed in part 1 (*Borrowers*) of schedule 1 (*Original Parties*) thereto (3) and the companies listed in part 2 (*Original Guarantors*) of schedule 1 (*Original Parties*) thereto (4) (as amended by the Amendment and Restatement Agreement dated 22 May 2008)

Data and Records: in relation to a Company, all accounting, financial, customer, debtor management or other information and data of any nature (and in whatsoever form or media created or stored) held by or on behalf of, or obtained by, it in relation to the conduct of its business and/or that of any other member of the Group, whether in machine readable or human readable form, including without limitation.

- (a) any output from processing tasks performed by that Company's computer systems,
- (b) any passwords necessary to obtain access to the same, and
- (c) any back-up tapes, disks or drives relating to or containing such output

Debt Management Agreement: a contract made between an Operating Company and a Debtor, relating to the consolidation and management of that Debtor's outstanding indebtedness to third parties (such contract to be in the form approved by LCF on or before the date of this Agreement, with such amendments to that form as are either (a) minor and not prejudicial to LCF's interests as a lender relying on that contract as security or (b) required by the introduction of, or any change in the interpretation or application of, any law or regulation applicable to and affecting such contracts generally)

Derivative Rights all dividends, interest or distributions and all other rights and benefits of an income nature accruing at any time in respect of any Investments

Directors' Warranties: the warranties, in a form acceptable to LCF, executed or to be executed by each of Terence O'Neill and Paul Nicholson,

Equipment: in relation to a Company, all equipment and machinery and all other assets of a similar nature whatsoever, wherever situate, which are now, or at any time after the date of this Deed become, its property, including but not limited to Computer Equipment and trade fixtures (but excluding any trade fixtures not owned by that Company)

Finance Documents: the Credit Facilities Agreement, the composite guarantee and debenture made between the Original Borrowers and LCF dated 21 March 2007, the Composite Guarantee and Mortgage Debenture, the Directors' Warranty, the Subordination Deed and any other document from time to time designated as such by LCF and the Parent or otherwise pursuant to the terms of this Agreement

Financed Debts: in relation to a Company, all of its "Debts" (all amounts receivable by it in respect of fees charged to Debtors in respect of Debt Management Agreements)

Group: the Parent and all of its Subsidiaries from time to time, and **member of the Group** is to be construed accordingly

(continued on continuation sheet 5)

CHFP025

Particulars of a mortgage or charge (continued)

Please do not
write in this
binding margin

Continuation sheet No 6
to Form No 395 and 410 (Scot)

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

Company Number

03849305

Name of Company

Buchanan Roxbrough

Limited*

* delete if
inappropriate

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

Amount due or owing on the mortgage or charge (continued)

Please do not
write in this
binding margin

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

Please do not
write in this
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*

(continued from continuation sheet 5)

Permitted Security Interests: any of the following

- (a) Security Interests arising under the Finance Documents,
- (b) liens securing obligations not more than 30 days overdue, arising solely by operation of law in the ordinary course of trading,
- (c) Security Interests arising out of title retention provisions in a supplier's standard conditions of supply of goods, where the goods in question are supplied on credit and are acquired by the relevant member of the Group in the ordinary course of trading, and/or
- (d) any other Security Interest that LCF agree in writing from time to time may be a Permitted Security Interest

Physical Materials: in relation to a Company, every item of physical material of any description or type whatever in or in respect of which its rights of Intellectual Property may subsist and, in respect of each such item, the original copy or version or variant owned or produced by or delivered to or obtained by that Company, including without limitation any and all

- (a) log books, designs, sketches, calculations, diagrams, computations, source and/or object codes, models, prototypes and apparatus,
- (b) manuals, instruction books, guidance notes, policy statements and other documentation necessary or advisable to exploit, use or maintain the relevant rights of Intellectual Property (including without limitation those that relate to that Company's computer systems generally),
- (c) disks, tapes, recordings or other media, including all those back-up tapes, disks or drives referred to in sub-paragraph (c) of the definition of Data and Records

Relevant System the meaning given to that term by the Uncertificated Securities Regulations 2001 and includes the CREST system and also any other system or facility (whether established in the United Kingdom or elsewhere) providing means for the deposit of, and clearance of transactions in, Investments

Security Interest: any mortgage, pledge, lien, charge (whether fixed or floating), security assignment, security transfer, hypothecation, standard security or any other security agreement, retention of title or encumbrance of any kind or any other arrangement (whether relating to existing or future assets) having substantially the same economic affect as any of the foregoing (including, without limitation, the deposit of monies or property with a person with the primary intention of affording such person a right of set-off or lien)

Software any and all rights of a Company in and to any proprietary computer software developed for use in the conduct of its business, together with all related materials, including but not limited to flow charts, logic diagrams, algorithms, binaries, object codes, source codes and listings whether in machine readable or human readable form and all improvements, extensions, implementations, modifications or updates to any of the same

Specified Intellectual Property the Intellectual Property listed in Schedule 3 (*Specified Intellectual Property*) of the Composite Guarantee and Mortgage Debenture

Specified Investments all Investments at any time

- (a) that represent a holding in a Subsidiary of a Company,
- (b) that are held in the name of a Company or its nominee or to its order, or
- (c) for which a Company has deposited certificates with LCF or which (if such Investments are uncertificated) are held in an escrow or other account in favour of LCF or its nominee

(continued on continuation sheet 7)

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

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

CHFP025

Please do not
write in this
binding margin

Continuation sheet No 7
to Form No 395 and 410 (Scot)

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

Company Number

03849305

Name of Company

Buchanan Roxbrough

Limited*

* delete if
inappropriate

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

This image shows a completely blank white page. It is surrounded by a thick black border, which appears to be the edge of a scanner or a frame. There are no markings, text, or illustrations on the page itself.

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

Please do not
write in this
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*

(continued from continuation sheet 6)

Subsidiary a subsidiary within the meaning of section 736 of the Companies Act 1985 and/or a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985

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

Subordination Deed: an agreement dated 21 March 2007 and made between LCF (1), Terence O'Neill and Paul Nicholson (2) and the Borrowers (3)



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3849305
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND
MORTGAGE DEBENTURE DATED 22 MAY 2008 AND CREATED
BY BUCHANAN ROXBURGH LTD FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM THE OBLIGORS (INCLUDING
THE COMPANIES) AND EACH OF THEM TO LANDSBANKI
COMMERCIAL FINANCE 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 5 JUNE 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 JUNE 2008



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**