

# M

CHFP025

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

\*insert full name  
of Company

**COMPANIES FORM No. 395**

## Particulars of a mortgage or charge

100613/130

# 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

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

For official use

Company number

[2] [ ] [ ] [ ]

4291279

Name of company

\* Friendly Loans Limited ("Company")

Date of creation of the charge

25 January 2007

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

Debenture ("Debenture")

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of the Company to the Security Agent and/or the other Secured Parties (or any of them) under or pursuant to any Finance Document to which the Company is a party (including all monies covenanted to be paid under the Debenture), 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 Debenture (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").

All capitalised terms, except those defined elsewhere in this form M395, are defined in Annexure 2.

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

The Royal Bank of Scotland Plc whose registered office is at 36 St Andrew Square, Edinburgh as security agent for the Secured Parties ("Security Agent")

Postcode EH2 2YB

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

DLA Piper UK LLP  
101 Barbirolli Square  
Manchester  
M2 3DL

77601/120062/12804632.lpd

Time critical reference

For official Use (06/2007)  
Mortgage Section

SATURDAY



A16

\*ARMQNM RD\*

03/02/2007

COMPANIES HOUSE

190

Short particulars of all the property mortgaged or charged

See Annexure 1.

Please do not  
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legibly, preferably  
in black type, or  
bold block  
lettering**

Particulars as to commission allowance or discount (note 3)

Nil

Signed

*DLA Piper UK LLP*

Date

*2 February 2007*

On behalf of ~~XXXXXXXXXXXXXXXXXX~~/chargee] †

**A fee 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 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

**FRIENDLY LOANS LIMITED**

**Annexure 1 to form M395**

**1. FIXED SECURITY**

**1.1 Fixed charges**

The Company charged and agreed to charge all the present and future right, title and interest of the Company in and to the following assets which are at any time owned by the Company, or in which the Company from time to time has an interest:

**1.1.1 by way of first legal mortgage:**

- (a) the Property (if any) specified in part 1 of schedule 2 (*Details of Security Assets*) to the Debenture; and
- (b) all other Property (if any) at the date of this Deed vested in, or charged to, the Chargors (not charged by clause 4.1.1(a) of the Debenture);

**1.1.2 by way of first fixed charge:**

- (a) all other Property and all interests in Property (not charged by clause 4.1.1 of the Debenture); and
- (b) 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 and machinery (to the extent not charged under clause 4.1.1 or clause 4.1.2 of the Debenture) and the benefit of all contracts, licences and warranties relating to the same;**

**1.1.4 by way of first fixed charge:**

- (a) all computers, vehicles, office equipment and other equipment (not charged by clause 4.1.3 of the Debenture); and
- (b) the benefit of all contracts, licences and warranties relating to the same,

other than any which are for the time being part of the Chargor's stock-in-trade or work in progress;

**1.1.5 by way of first fixed charge:**

- (a) all the Charged Securities (if any) referred to in part 2 of schedule 2 (*Details of Security Assets*) to the Debenture;
- (b) all other Charged Securities (not charged by clause 4.1.5(a) of the Debenture),

in each case, together with (1) all Related Rights from time to time accruing to those Charged Securities and (2) all rights which the Company may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments;

1.1.6 by way of first fixed charge:

- (a) the Security Accounts and all monies at any time standing to the credit of the Security Accounts; and
- (b) all monies standing to the credit of the Company from time to time on any and all accounts with any bank, financial institution or other person not otherwise charged by clause 4.1.6(a) of the Debenture,

in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing;

1.1.7 by way of first fixed charge:

- (a) the Intellectual Property (if any) specified in part 3 of schedule 2 (*Details of Security Assets*) to the Debenture; and
- (b) all other Intellectual Property (if any) (not charged by clause 4.1.7(a) of the Debenture);

1.1.8 to the extent that any of the Assigned Assets are not effectively assigned under clause 4.2 (*Security assignment*) of the Debenture, by way of first fixed charge those Assigned Assets;

1.1.9 by way of first fixed charge (to the extent not otherwise charged or assigned in the Debenture):

- (a) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of the Company or the use of any of its assets; and
- (b) the benefit of any letter of credit issued in favour of the Company and all bills of exchange and other negotiable instruments held by it; and

1.1.10 by way of first fixed charge all of the goodwill and uncalled capital of the Company.

## 1.2 Security assignments

The Company assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all its present and future right, title and interest in and to:

1.2.1 the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising therefrom;

- 1.2.2 the Insurances, all claims under the Insurances and all proceeds of the Insurances;
- 1.2.3 the Security Accounts and all monies at any time standing to the credit of the Security Accounts, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing; and
- 1.2.4 all other Receivables (not otherwise assigned under clause 4.2.1, 4.2.2 or 4.2.3 of the Debenture).

To the extent that any Assigned Asset described in clause 4.2.2 of the Debenture is not assignable, the assignment which that clause purports to effect shall operate only as an assignment of all present and future rights and claims of the Company to any proceeds of the Assigned Asset.

## **2. FLOATING CHARGE**

The Company charged and agreed to charge by way of first floating charge all of its present and future:

- 2.1 assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge or assigned pursuant to the provisions of clause 4.1 (*Fixed charges*) of the Debenture, clause 4.2 (*Security assignments*) of the Debenture or any other provision of the Debenture; and
- 2.2 (whether or not effectively so charged) heritable property and all other property and assets in Scotland.

## **3. QUALIFYING FLOATING CHARGE**

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

## **4. RESTRICTIONS ON DEALING**

Unless expressly permitted to do so under the Facilities Agreement, the Company will not do or agree to do any of the following without the prior written consent of the Security Agent:

- 4.1 create or permit to subsist any Security on any of the Security Assets (except a Permitted Security); or
- 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 its interest in any Security Asset (except for a Permitted Disposal).

**FRIENDLY LOANS LIMITED**

**Annexure 2 to form M395**

In this form M395:

- (a) terms defined in, or construed for the purposes of, the Facilities Agreement (as defined below) have the same meanings when used in this form M395 (unless the same are otherwise defined in this form M395); and
- (b) the following terms have the following meanings:

**"Assigned Assets"** means the Security Assets expressed to be assigned by way of security pursuant to clause 4.2 (*Security assignments*) of the Debenture;

**"Charged Investments"** means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities;

**"Charged Securities"** means:

- (a) the securities specified in part 2 of schedule 2 (*Details of Security Assets*) to the Debenture; and
- (b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "*investments*" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 in force at the date of the Debenture) now or in future owned (legally or beneficially) by the Company or in which the Company has an interest at any time;

**"Facilities Agreement"** means the facilities agreement dated the same date as the Debenture and made between (1) Think Money Holdings 1 Limited as the Company, (2) the parties listed in part 1 of schedule 1 as the Original Borrowers, (3) the parties named in part 1 of schedule 1 thereto as the Original Guarantors, (4) The Royal Bank of Scotland plc as Arranger, (5) the financial institutions listed in part 2 of schedule 1 thereto as the Original Lenders, (6) The Royal Bank of Scotland plc as Agent, (7) the Security Agent and (8) The Royal Bank of Scotland plc as Ancillary Lender;

**"Insurances"** means all policies of insurance (excluding the Key-man Policies) which are at any time held by or written in favour of the Company, or in which the Company from time to time has an interest;

**"Intellectual Property"** means all present and future legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of the Company in, or relation to, registered and unregistered trade marks and service marks, patents, registered designs, utility models, applications for any of the foregoing, trade names, copyrights, design rights, unregistered designs, inventions, confidential information, know-how, registrable business names, database rights, domain names and any other rights of every kind deriving from or through the exploitation of any of the foregoing (including, without limitation, the intellectual property rights (if any) specified in part 3 of schedule 2 (*Details of Security Assets*) to the Debenture);

**"Permitted Disposal"** shall have the meaning given to it in the Facilities Agreement;

**"Permitted Security"** shall have the meaning given to it in the Facilities Agreement;

**"Property"** means all estates and interests in freehold, leasehold and other immovable property (wherever situated) at the date of the Debenture or at any time thereafter, belonging to the Company, or in which the Company has an interest at any time (including the registered and unregistered land (if any)) in England and Wales specified in part 1 of schedule 2 (*Details of Security Assets*) to the Debenture), together with:

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon;
- (b) all easements, rights and agreements in respect thereof;
- (c) all proceeds of sale of that property; and
- (d) the benefit of all covenants given in respect thereof;

**"Receivables"** means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, the Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with:

- (a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights); and
- (b) all proceeds of any of the foregoing;

**"Related Rights"** means, in relation to any Charged Securities:

- (i) all dividends, distributions and other income paid or payable on the relevant Charged Securities or any asset referred to in paragraph (ii) below;
- (ii) all rights, monies or property accruing or offered at any time in relation to the Charged Securities whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

**"Relevant Contract"** means each agreement (if any) specified in part 4 of schedule 2 (*Details of Security Assets*) to the Debenture together with each other agreement supplementing or amending or novating or replacing the same;

**"Security"** shall have the meaning given to it in the Facilities Agreement;

**"Security Account"** has the meaning given to that term in clause 10.6.1(b) of the Debenture;

**"Security Assets"** means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Debenture; and

**"Secured Parties"** shall have the meaning given to it in the Facilities Agreement.

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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. 04291279

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 25th JANUARY 2007 AND CREATED BY FRIENDLY LOANS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE ROYAL BANK OF SCOTLAND PLC ("SECURITY AGENT") AND/OR THE OTHER SECURED PARTIES (OR ANY OF THEM) 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 3rd FEBRUARY 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13th FEBRUARY 2007.

*20/02*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES