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CHFP025

Please do not
write in this
margin

COMPANIES FORM No. 155(6)a

Declaration in relation to
assistance for the acquisition
of shares

155(6)a

Pursuant to section 155(6) of the Companies Act 1985

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

To the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number

[] [] [] [] [] [] [] []

4291279

Note
Please read the notes
on page 3 before
completing this form

Name of company

* Friendly Loans Limited

* insert full name
of company

~~We~~ Please see Part 1 of the attached Annexure.

Ø insert name(s) and
address(es) of all
the directors

† delete as
appropriate

~~The sole director~~ [all the directors] † of the above company do solemnly and sincerely declare that
The business of the company is

§ delete whichever
is inappropriate

~~(a) the business of the company is to act as a bank or to carry on any other business which requires a licence or other permission from the Financial Services Authority~~
~~(b) the business of the company is to act as a company secretary or to carry on any other business which requires a licence or other permission from the Financial Services Authority~~
~~(c) the business of the company is to act as a company secretary or to carry on any other business which requires a licence or other permission from the Financial Services Authority~~

(c) something other than the above §

The company is proposing to give financial assistance in connection with the acquisition of shares in the

~~company~~ [company's holding company] Think Money Group

Limited] †

The assistance is for the purpose of [that acquisition] ~~the acquisition of shares in the company~~
~~the acquisition of shares in the company~~ †

The number and class of the shares acquired or to be acquired is 215,000 ordinary shares of
£1 each and 285,000 A ordinary shares of £1 each

Presentor's name address and
reference (if any)
Macfarlanes
10 Norwich Street
London
EC4A 1BD

138 Chancery Lane
SND/600341

For official Use
General Section

Post room

FRIDAY



LD2

L3HUORLZ
27/07/2007
COMPANIES HOUSE

406

3319738

The assistance is to be given to (note 2) Please see Part 2 of the attached Annexure

Please do not
write in this
margin

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

The assistance will take the form of

Please see Part 3 of the attached Annexure

The person who ~~XXXXXX~~ [will acquire] † the shares is

† delete as
appropriate

Milan Bidco Limited (CRN 6266728)

The principal terms on which the assistance will be given are

Please see Part 4 of the attached Annexure

The amount of cash to be transferred to the person assisted is £ Please see Part 5 of attached annexure

The value of any asset to be transferred to the person assisted is £ NIL

The date on which the assistance is to be given is within 8 weeks of the date hereof

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

* delete either (a) or (b) as appropriate

(a) ~~X~~We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date¹* (note 3)

[illegible]

Declared at

Declarants to sign below

Thay Court and Park Street
Manchester

Day Month Year

on

၂၇	၁၇	၃၀	၁၇
----	----	----	----

before me

Robert REBEATHAK

~~A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths~~

x 582

x 

NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given, if a recipient is a company the registered office address should be shown
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form
- 5 The address for companies registered in England and Wales or Wales is -

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF14 3UZ

or, for companies registered in Scotland -

The Registrar of Companies
37 Castle Terrace
Edinburgh
EH1 2EB

JMK
JBK
SAB

**Annexure to the Statutory Declaration made by all the Directors of
Friendly Loans Limited (the "Company")**

**in respect of financial assistance to be given by the Company
in relation to the acquisition of the entire issued share capital of the
Company's holding company, Think Money Group Limited ("Target"),
by Milan Bidco Limited ("Bidco") (the "Acquisition")**

Definitions

BoS: The Governor and Company of the Bank of Scotland,

Company Intra-Group Loan Agreement: the loan agreement to be dated on or about the date hereof made between certain Group companies as original borrowers and certain Group companies as original lenders,

Debenture: the debenture to be dated on or about the date hereof made between certain Group companies as chargors and RBS as security agent,

Group: Midco, Bidco, Target and each of their subsidiaries,

Intercreditor Agreement: the intercreditor agreement to be dated on or about the date hereof made between (among others) Midco, Bidco and the Company as original obligors, RBS as senior arranger, senior agent, security agent, mezzanine arranger, mezzanine agent and BoS as senior arranger and mezzanine arranger,

Investor Loan Notes: the £ ~~_____~~ series A unsecured subordinated loan notes due 2017 issued by Midco pursuant to an instrument dated on or about the date hereof, —

Investor PIK Notes: means the £ 5,540,051 series A unsecured subordinated payment in kind notes due 2017 issued by Midco pursuant to an instrument dated on or about the date hereof,

Management Loan Notes: the £ 1,714,607 series B unsecured subordinated loan notes due 2017 issued by Midco pursuant to an instrument dated on or about the date hereof,

Mezzanine Facility Agreement: the mezzanine facility agreement to be dated on or about the date hereof made between (among others) Midco, Bidco, Target and certain subsidiaries of Target (including the Company) as original borrowers and/or original guarantors, RBS as arranger, agent and security agent and BoS as arranger,

Mezzanine Finance Document: has the meaning given to the term Finance Document in the Mezzanine Facility Agreement,

Mezzanine Finance Party: has the meaning given to the term Finance Party in the Mezzanine Facility Agreement,

Mezzanine Guarantee: the guarantee and indemnity to be granted by each guarantor under the Mezzanine Facility Agreement pursuant to Clause 19.1 (*Guarantee and indemnity*) of the Mezzanine Facility Agreement,

Mezzanine Obligors: the borrowers and guarantors under the Mezzanine Facility Agreement from time to time,

Midco: Milan Midco Limited,

Overdraft Facility Letter: means the overdraft facility letter to be dated on or about the date hereof made between, (among others) the Company and RBS (in its capacity as an Ancillary Lender under the Senior Facilities Agreement),

Overdraft Guarantee: means the guarantee granted by (among others) the Company in relation to liabilities owed to RBS pursuant to the terms of the Overdraft Guarantee Agreement,

Overdraft Guarantee Agreement: means the unlimited inter company composite guarantee to be dated on or about the date hereof made between (among others) Midco and certain of its subsidiaries (including the Company) as guarantors and RBS as the bank,

RBS: The Royal Bank of Scotland plc,

Secured Obligations: means 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 any member of the Group to

- (a) the Security Agent (as defined in the Senior Facilities Agreement and Mezzanine Facility Agreement), and/or
- (b) the Secured Parties (as defined in the Senior Facilities Agreement) (or any of them), and/or
- (c) the Finance Parties (as defined in the Mezzanine Facility Agreement) (or any of them),

under or pursuant to any Senior Finance Document or Mezzanine Finance Document to which any member of the Group is a party, provided that no obligation or liability shall be included in the Secured Obligations to the extent that, if it were so included, it would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985,

Senior Facilities Agreement: the senior facilities agreement to be dated on or about the date hereof made between (among others) Midco, Bidco, Target and certain subsidiaries of Target (including the Company) as original borrowers and/or original guarantors, RBS as arranger, agent and security agent and BoS as arranger,

Senior Finance Document: has the meaning given to the term Finance Document in the Senior Facilities Agreement,

Senior Finance Party: has the meaning given to the term Finance Party in the Senior Facilities Agreement,

Senior Guarantee: the guarantee and indemnity to be granted by each guarantor under the Senior Facilities Agreement pursuant to Clause 19 (*Guarantee and indemnity*) of the Senior Facility Agreement,

Senior Obligors: the borrowers and guarantors under the Senior Facilities Agreement from time to time, and

Target Group: Target and its subsidiaries

Part 1

Names and addresses of directors

Name	Address
Simon David Kay	Bank House Newpale Road Frodsham WA6 6G

Stephen Andrew Stylianou

Flat 3
2 Wharf Close
Manchester
M1 2WE

Part 2

Persons to whom the assistance is to be given

Milan Topco Limited, a company incorporated under the laws of Jersey with company number 98033 whose registered address is at PO Box 277, 13-14 Esplanade, St Helier, Jersey JE1 1BD,

Milan Prefco Limited, a company incorporated under the laws of Jersey with company number 98032 whose registered address is at PO Box 277, 13-14 Esplanade, St Helier, Jersey JE1 1BD,

Milan Swapco Limited (CRN 6305239) whose registered address is at 10 Norwich Street, London EC4A 1BD,

Milan Midco Limited (CRN 6266727) whose registered address is at 10 Norwich Street, London EC4A 1BD, and

Milan Bidco Limited (CRN 6266728) whose registered address is at 10 Norwich Street, London EC4A 1BD

Part 3

Form of financial assistance

The execution and delivery by the Company of and its performance of its obligations under the following documents as amended, varied, supplemented or waived from time to time

- 1 the Senior Facilities Agreement by which the Company will grant the Senior Guarantee and give certain representations, warranties, indemnities and covenants to the Senior Finance Parties,
- 2 the Mezzanine Facility Agreement by which the Company will grant the Mezzanine Guarantee and give certain representations, warranties, indemnities and covenants to the Mezzanine Finance Parties,
- 3 the Intercreditor Agreement by which the Company will grant certain indemnities to certain of the other parties thereto,
- 4 the Overdraft Facility Letter,
- 5 the Overdraft Guarantee Agreement,
- 6 the Company Intra-Group Loan Agreement, and
- 7 the Debenture,

as further described in Part 4

Part 4

The principal terms on which the financial assistance will be given

1 Senior Guarantee

- 1 1 Under the terms of the Senior Guarantee the Company will irrevocably and unconditionally jointly and severally
- 1 1 1 guarantee to each Senior Finance Party the punctual performance by each Senior Obligor of all that Senior Obligor's obligations under the Senior Finance Documents,
- 1 1 2 undertake with each Senior Finance Party that whenever any other Senior Obligor does not pay any amount when due under or in connection with any Senior Finance Document, that the Company shall immediately on demand pay that amount as if it was the principal obligor, and
- 1 1 3 indemnify each Senior Finance Party immediately on demand against any cost, loss or liability suffered by that Senior Finance Party if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal The amount of the cost, loss or liability shall be equal to the amount which that Senior Finance Party would otherwise have been entitled to recover
- 1 2 The Senior Guarantee will not apply to any liability to the extent that it would result in the Senior Guarantee constituting unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985
- 1 3 A Senior Finance Party may set off any matured obligation due from a Senior Obligor under the Senior Finance Documents (to the extent beneficially owned by that Senior Finance Party) against any matured obligation owed by that Senior Finance Party to that Senior Obligor

2 Mezzanine Guarantee

- 2 1 Under the terms of the Mezzanine Guarantee the Company will irrevocably and unconditionally jointly and severally
- 2 1 1 guarantee to each Mezzanine Finance Party the punctual performance by each Mezzanine Obligor of all that Mezzanine Obligor's obligations under the Mezzanine Finance Documents,
- 2 1 2 undertake with each Mezzanine Finance Party that whenever any other Mezzanine Obligor does not pay any amount when due under or in connection with any Mezzanine Finance Document, that the Company shall immediately on demand pay that amount as if it was the principal obligor, and
- 2 1 3 indemnify each Mezzanine Finance Party immediately on demand against any cost, loss or liability suffered by that Mezzanine Finance Party if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal The amount of the cost, loss or liability shall be equal to the amount which that Mezzanine Finance Party would otherwise have been entitled to recover
- 2 2 The Mezzanine Guarantee will not apply to any liability to the extent that it would result in the Mezzanine Guarantee constituting unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985
- 2 3 A Mezzanine Finance Party may set off any matured obligation due from a Mezzanine Obligor under the Mezzanine Finance Documents (to the extent beneficially owned by

that Mezzanine Finance Party) against any matured obligation owed by that Mezzanine Finance Party to that Mezzanine Obligor

3 The Intercreditor Agreement

3 1 Pursuant to the Intercreditor Agreement, the Company will

3 1 1 acknowledge the arrangements made between the parties thereto which regulate, (among other things) the ability of the Company to make certain payments to certain of its creditors, and

3 1 2 give certain undertakings and indemnities in relation to the debt owed to it by the other Group companies in order to subordinate its rights in relation to such debt to the rights of the Senior Finance Parties and/or the Mezzanine Finance Parties

4 Overdraft Facility Letter

Under the terms of the Overdraft Facility Letter the Company will agree that RBS can net any monies from time to time standing to the credit of certain of the Company's accounts with RBS in or towards satisfaction of any indebtedness owed to RBS by it or certain Group companies pursuant to the Overdraft Facility Letter. The Group companies may have incurred such indebtedness for the purpose of or in connection with the Acquisition

5 The Overdraft Guarantee Agreement

Under the terms of the Overdraft Guarantee Agreement, the Company will jointly and severally

5 1 guarantee to discharge on demand all of the liabilities owing to RBS of any kind pursuant to the terms of the Overdraft Facility Letter together with RBS's charges, commission, interest and expenses payable in connection therewith, and

5 2 agree that RBS can net any monies from time to time standing to the credit of certain of the Company's accounts with RBS in or towards satisfaction of any indebtedness owed to RBS by it or certain Group Companies pursuant to the Overdraft Guarantee Agreement

6 The Company Intra-Group Loan Agreement

6 1 Under the terms of the Company Intra-Group Loan Agreement, the Company will agree to provide to the borrowers under that agreement a revolving facility of up to £150,000,000 for the purpose of

6 1 1 making payment, prepayment or repayment of any principal, interest, fees, commissions, indemnity payments or any other amount whatsoever under

6 1 1 1 the Senior Facilities Agreement or any of the other Senior Finance Documents,

6 1 1 2 the Mezzanine Facility Agreement or any of the other Mezzanine Finance Documents,

6 1 1 3 the Investor Loan Notes and any instrument constituting them,

6 1 1 4 the Investor PIK Notes and any instrument constituting them,

6 1 1 5 the Management Loan Notes and any instrument constituting them,

- 6 1 2 paying any part of the consideration for, and any taxes, costs and expenses incurred directly or indirectly in connection with, the Acquisition,
- 6 1 3 reducing, discharging or paying interest on any other liability incurred directly or indirectly for the purpose of or otherwise in connection with the Acquisition,
- 6 1 4 funding dividend payments to be distributed by any of them or any of their respective holding companies, or
- 6 1 5 for any loan made under the Company Intra-Group Loan Agreement, such other purposes as the lender(s) of that loan may agree

7 **Debenture**

- 7 1 Under the terms of the Debenture, the Company will covenant with the Security Agent (as defined therein) that it will pay and discharge the Secured Obligations from time to time when they fall due and payable
- 7 2 As continuing security for the payment or discharge of the Secured Obligations, the Company with full title guarantee will agree
 - 7 2 1 to grant fixed and floating charges in favour of the Security Agent over all of its undertaking, property and assets both existing at the date of the Debenture as well as in future, and
 - 7 2 2 to assign with full title guarantee to the Security Agent all of its rights, title, interest and benefit from time to time in and to certain contracts, policies of insurance and all claims relating thereto and proceeds thereof, certain bank accounts and all monies standing to the credit of those accounts and certain receivables,

(together the "**Charged Property**")
- 7 3 Under the terms of the Debenture the Company shall, at its own expense, promptly take whatever action the Security Agent or a receiver may properly require for
 - 7 3 1 creating, perfecting or protecting the security intended to be created by the Debenture, and
 - 7 3 2 facilitating the realisation of any of the Charged Property or the exercise of any right, power or discretion exercisable by the Security Agent or any receiver or any of its or their delegates or sub-delegates in respect of any of the Charged Property,

including the execution of any transfer, conveyance, assignment or assurance of any property to the Security Agent or to its nominees and the giving of any notice, order or direction and the making of any registration, as the Security Agent may properly think expedient

Part 5

The amount of cash to be transferred to the person being assisted

Nil at the date hereof, subject to any amounts advanced pursuant to the terms of the Company Intra-Group Loan Agreement, not exceeding an aggregate principal amount of £150,000,000



KPMG LLP
Transaction Services
1 The Embankment
Neville Street
Leeds LS1 4DW
United Kingdom

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Fax +44 (0) 113 231 3186
DX 724440 Leeds

Private & confidential

The Directors
Friendly Loans Limited
Pennington House
Quays Reach
Carolina Way
Salford Quays
Manchester
M50 2ZY

Our ref aml/lc

Contact Alison Legg
0113 231 3380

17 July 2007

Dear Sirs

**Auditors' report to the directors of Friendly Loans Limited, (the 'Company'),
pursuant to Section 156(4) of the Companies Act 1985**

We have examined the attached statutory declaration of the directors dated 17 July 2007 in connection with the proposal that the Company should give financial assistance in connection with the acquisition of the entire issued share capital of the Company's indirect holding company, Think Money Group Limited

This report is made solely to the Company's directors as a body in accordance with section 156(4) of the Companies Act 1985. Our work has been undertaken so that we as the Company's auditors might state to the Company's directors those matters we are required to state to them in a report under section 156(4) of that Act and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the Company and the Company's directors as a body for our work under section 156(4) of that Act or for this report

We have enquired into the state of the Company's affairs in order to review the bases for the statutory declaration

We are not aware of anything to indicate that the opinion expressed by the Company's directors in their declaration as to any of the matters mentioned in Section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances

Yours faithfully

KPMG LLP
Registered Auditor