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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 £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

131

Company number

4291279

Name of company

* Friendly Loans Limited ("Chargor")

Date of creation of the charge

17 July 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 any member of the Group to the Security Agent and/or the other Secured Parties (or any of them) under or pursuant to any Finance Document to which any member of the Group 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 defined terms not defined elsewhere in this form 395 shall have the meaning given to them in Annexure 2

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

The Royal Bank of Scotland plc of 1 Spinningfields Square, Manchester (as security agent for the Secured Parties) (in such capacity, the "**Security Agent**").

Postcode M3 3AP

Presentor's name address and
reference (if any)

DLA Piper UK LLP
101 Barbirolli Square
Manchester
M2 3DL

Ref MBG/77601/15128535

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

WEDNESDAY



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AMDxWRQJ

01/08/2007

534

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see Annexure 1

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in black type, or
bold block
lettering*

Particulars as to commission allowance or discount (note 3)

Nil

Signed

David J. H. H.

Date

13/07/07

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)*

† 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

Short particulars of all the property mortgaged or charged

1. FIXED SECURITY

1.1 Fixed charges

The Chargor charged and agreed to charge, in favour of the Security Agent, with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 and as continuing security for payment of all of the Secured Obligations, all the present and future right, title and interest of the Chargor in and to the following assets which are at any time owned by the Chargor, or in which the Chargor 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 of the Debenture, and
- (b) all other Property (if any) at the date of the Debenture vested in, or charged to, the Chargor (not charged by clause 4 1 1(a) of the Debenture (paragraph 1 1 1(a) above)),

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 (paragraph 1 1 1 above)), 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) (paragraphs 1 1 1 and 1 1 2 above respectively) 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 (paragraph 1 1 3 above)), 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 of the Debenture,
- (b) all other Charged Securities (not charged by clause 4 1 5(a) of the Debenture (paragraph 1 1 5(a) above)),

in each case, together with (1) all Related Rights from time to time accruing to those Charged Securities and (2) all rights which the Chargor 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 (other than the Mandatory Prepayment Account, the Holding Account and the Vendor Loan Note Account and any accounts holding client monies only) and all monies at any time standing to the credit of the Security Accounts (other than the Mandatory Prepayment Account, the Holding Account and the Vendor Loan Note Account), and
- (b) all monies standing to the credit of the Chargor 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 (paragraph 1 1 6(a) above)) (other than the Mandatory Prepayment Account, the Holding Account and the Vendor Loan Note Account and any accounts holding client monies only),

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 the Mandatory Prepayment Account and the Holding Account, 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 8 by way of fixed charge the Vendor Loan Note Account 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 9 by way of first fixed charge

- (a) the Intellectual Property (if any) specified in part 3 of schedule 2 of the Debenture, and
- (b) all other Intellectual Property (if any) (not charged by clause 4 1 9(a) of the Debenture (paragraph 1 1 9(a) above)),

1 1 10 to the extent that any of the Assigned Assets are not effectively assigned under clause 4 2 of the Debenture (paragraph 1 2 below), by way of first fixed charge those Assigned Assets,

1 1 11 by way of first fixed charge (to the extent not otherwise charged or assigned in this Deed)

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

1 1 12 by way of first fixed charge all of the goodwill and uncalled capital of the Chargor

1.2 Security assignments

The Chargor 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 (paragraphs 1 2 1, 1 2 2 or 1 2 3 above))

To the extent that any Assigned Asset described in clause 4 2 2 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 Chargor to any proceeds of the Assigned Asset

2. FLOATING CHARGE

- 2 1 The Chargor charged and agreed to charge by way of first floating charge all of its present and future
 - 2 1 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 of the Debenture (paragraph 1 1 above), clause 4 2 of the Debenture (paragraph 1 2 above) or any other provision of this Deed, and
 - 2 1 2 (whether or not effectively so charged) heritable property and all other property and assets in Scotland

2.2 Qualifying floating charge

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

3. CONVERSION OF FLOATING CHARGE

3.1 Conversion by notice

The Security Agent may, by written notice to the Chargor, convert the floating charge created under the Debenture into a fixed charge as regards all or any of the assets of the Chargor specified in the notice if

- 3 1 1 an Event of Default has occurred and is continuing, or
- 3 1 2 the Security Agent (acting reasonably) considers those specified assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy

4. CONTINUING SECURITY

4.1 Continuing security

The Security is continuing and will extend to the ultimate balance of all the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. The Debenture shall remain in full force and effect as a continuing security for the duration of the Security Period.

4.2 Additional and separate security

The Debenture is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which the Security Agent and/or any of the other Secured Parties may at any time hold for any of the Secured Obligations.

4.3 Right to enforce

The Debenture may be enforced against the Chargor without the Security Agent and/or the other Secured Parties first having recourse to any other right, remedy, guarantee or Security held by or available to it or any of them.

5. UNDERTAKINGS BY THE CHARGORS

5.1 Restrictions on dealing

Unless expressly permitted to do so under the Finance Documents, the Chargor will not do or agree to do any of the following without the prior written consent of the Security Agent:

- 5.1.1 create or permit to subsist any Security on any of the Security Assets (except a Permitted Security), or
- 5.1.2 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

DEFINITIONS

"Assigned Assets" means the Security Assets expressed to be assigned by way of security pursuant to clause 4.2 of the Debenture (paragraph 2.2 above),

"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 all 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 17 July 2007) now or in future owned (legally or beneficially) by the Chargor, held by any nominee on its behalf or in which the Chargor has an interest at any time,

"Event of Default" means "Event of Default" as that term is defined in each of the Senior Facilities Agreement and the Mezzanine Facility Agreement,

"Finance Documents" means each of the "Finance Documents" as that term is defined in each of the Senior Facilities Agreement and the Mezzanine Facility Agreement (and Finance Document shall be construed accordingly),

"Group" means the Chargor, the Company, the Target and each of their respective Subsidiaries for the time being (other than the EBT) (as each such term is defined in the Senior Facilities Agreement),

"Holding Account" has the meaning given to such term

- (a) prior to the Senior Discharge Date (as defined in the Inter Creditor Deed), in the Senior Facilities Agreement,
- (b) after the Senior Discharge Date but prior to the Mezzanine Discharge Date (as defined in the Inter Creditor Deed) in the Mezzanine Facility Agreement, and
- (c) following the Mezzanine Discharge Date but prior to the Final Discharge Date (as defined in the Inter Creditor Deed), in the Senior Facilities Agreement,

"Insurances" means all policies of insurance, (excluding the Key-man Policies (as defined in the Senior Facilities Agreement and Mezzanine Facility Agreement)) which are at any time held by or written in favour of the Chargor, or in which the Chargor 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 Chargor 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 of the Debenture),

"Intercreditor Deed" means the intercreditor deed dated 17 July 2007 and made between the Parent, the other Original Obligors, The Royal Bank of Scotland plc as Security Agent, The Royal Bank of Scotland plc as Agent, The Royal Bank of Scotland plc and The Governor and Company of the Bank of Scotland as senior arranger, the Lenders, the Ancillary Lender, the Hedge Counterparties, The Royal Bank of Scotland plc as mezzanine agent and the Mezzanine Lenders (as each such term is defined therein),

"Mandatory Prepayment Account" has the meaning given to such term

- (a) prior to the Senior Discharge Date (as defined in the Intercreditor Deed), in the Senior Facilities Agreement,
- (b) after the Senior Discharge Date but prior to the Mezzanine Discharge Date (as defined in the Intercreditor Deed) in the Mezzanine Facility Agreement, and
- (c) following the Mezzanine Discharge Date but prior to the Final Discharge Date (as defined in the Intercreditor Deed), in the Senior Facilities Agreement,

"Mezzanine Facility Agreement" means the mezzanine facility agreement dated 17 July 2007 and made between (1) Milan Bidco Limited as the Company, (2) the parties listed in part 1 of schedule 1 of the Debenture 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 ("RBS") and The Governor and Company of the Bank of Scotland as Arrangers, (5) the financial institutions listed in part 2 of schedule 1 thereto as the Original Lenders and (6) RBS as Agent and Security Agent (as each such term is defined therein),

"Permitted Disposal" means a "Permitted Disposal" as that term is defined in each of the Senior Facilities Agreement and the Mezzanine Facility Agreement,

"Permitted Security" means "Permitted Security" as that term is defined in each of the Senior Facilities Agreement and the Mezzanine Facility 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 Chargor, or in which the Chargor 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 of the Debenture, together with

- (a) all buildings and fixtures (excluding trade fixtures which are not owned by the Chargor) 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 Chargor (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

- (c) all dividends, distributions and other income paid or payable on the relevant Charged Securities or any asset referred to in paragraph (b) below, and
- (d) 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 the sale and purchase agreement for the entire issued share capital of Think Money Group Limited dated 17 July 2007 and made between (1) ECI Ventures Nominees Limited, ECI Ventures GP Limited and ECI GP Scotland Limited, (2) Steven Andrew Stylianou, Jonathan Gavin Warr, Simon David Kay, (3) John Arthur Cope and (4) Milan Bidco Limited together with each other agreement supplementing or amending or novating or replacing the same,

"Secured Parties" has the meaning given to that term in each of the Senior Facilities Agreement and the Mezzanine Facility Agreement,

"Security" a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,

"Security Accounts" 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,

"Senior Facilities Agreement" means the senior facilities agreement dated 17 July 2006 and made between (1) Milan Bidco Limited as the Company, (2) the parties listed in part 1 of schedule 1 of the Debenture 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 ("RBS") and The Governor and Company of the Bank of Scotland as Arrangers, (5) the financial institutions listed in part 2 of schedule 1 thereto as the Original Lenders and (6) RBS as Agent, Security Agent and Ancillary Lender (as each such term is defined therein), and

"Vendor Loan Note Account" means the blocked account held with the Senior Agent in the name of Milan Bidco Limited to be utilised to cash collateralise the obligations of Milan Bidco Limited under the Vendor Loan Notes

FILE COPY



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 17th JULY 2007 AND CREATED BY FRIENDLY LOANS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE OF ANY MEMBER OF THE GROUP TO THE 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 1st AUGUST 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8th AUGUST 2007



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES