

Particulars of a mortgage or charge

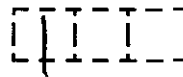
A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



4665037

Name of company

* Able Brokers Limited ("the Company")

Date of creation of the charge

31 March 2003

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

Mortgage Debiture and Guarantee (the "Deed") between the Company and the Chargee (as defined below)

Amount secured by the mortgage or charge

All present and future monies, obligations and liabilities (whether actual or contingent, whether owed jointly or severally or in any other capacity whatsoever) of the Company to the Chargee under the Deed and the £5,000,000 facility letter (the "Facility Letter") dated 11 March 2003 from the Chargee (as defined below) to the Company (the "Secured Liabilities")

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

Premium Credit Limited ("the Chargee") of:
Premium Credit House
60 East Street
Epsom, Surrey

Postcode KT17 1HB

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

Norton Rose
Kempson House
Camomile Street
London
EC3A 7AN

RAXH/AA51479

Time critical reference

For official Use
Mortgage Section

Post room



LD4
COMPANIES HOUSE

0166
14/04/03

1. The Company with full title guarantee (subject to Permitted Security Interests (as defined in the Deed)) charges in favour of the Chargee for the payment and discharge of the Secured Liabilities:

1.1 by way of first legal mortgage, the Land (as defined in the Deed) described in Schedule 1 to the Deed and its proceeds of sale;

1.2 by way of first legal mortgage, all estates or interest in any freehold or leasehold Land (as defined in the Deed) (except the Land (as defined in the Deed) described in Schedule 1 to the Deed) belonging to the Company at the date of the Deed and their proceeds of sale;

1.3 by way of first fixed charge, to the extent that they are not the subject of a mortgage under paragraphs 1.1 and 1.2, all estates or interest in any freehold or leasehold Land (as defined in the Deed) and all immovable assets belonging to the Company or in which the Company may have an interest, in each case at any time during the Security Period (as defined in the Deed) regardless (as regards immoveable assets) of their location; and

1.4 by way of first fixed charge, to the extent that they are not the subject of a mortgage under paragraphs 1.1 and 1.2 or a fixed charge under paragraph 1.3, all liens, charges, options, agreements, rights and interests over Land belonging to the Company or in which the Company may have an interest, in each case at any time during the Security Period (as defined in the Deed).

Continued on Continuation Sheet

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)

None

Signed *Nolan Rose*

Date *14 April 2003*

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

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 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 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 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

4665037

Name of Company

Able Brokers

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

2. The Company with full title guarantee (subject to Permitted Security Interests (as defined in the Deed)) charges in favour of the Chargee for the payment and discharge of the Secured Liabilities by way of first fixed charge (and to the extent that they are not subject of a mortgage or charge under paragraph 1):

2.1 all plant, machinery, vehicles, computers, office and other equipment and, in all cases, the full benefit of all licences, warranties and maintenance contracts for them;

2.2 the Securities (as defined in the Deed);

2.3 the goodwill and uncalled capital of the Company at any time during the Security Period (as defined in the Deed);

2.4 the Intellectual Property (as defined in the Deed);

2.5 all its rights under, or in connection with, authorisations held by the Company at any time during the Security Period (as defined in the Deed) in connection with the business of the Company or the Charged Assets (as defined in the Deed) and the right to recover and receive all compensation or other amounts payable to the Company in respect of such authorisations.

3. The Company with full title guarantee (subject to Permitted Security Interests (as defined in the Deed)) charges in favour of the Chargee for the payment and discharge of the Secured Liabilities by way of Floating Charge (as defined in the Deed) all Assets (as defined in the Deed) other than those Assets (as defined in the Deed) for the time being effectively charged by way of legal or equitable mortgage or fixed charge as provided in paragraph 1, effectively charged by way of fixed charge as provided in paragraph 2 or effectively assigned (whether at law or in equity) to the Chargee as provided in clause 5 of the Deed.

4.1 The Company with full title guarantee assigns absolutely in favour of the Chargee for the payment and discharge of the Secured Liabilities by way of assignment all rights and claims under, or in respect of, the Insurances and returns of premium in respect of them.

4.2 On the expiry of the Security Period, the Chargee shall, at the request and cost of the Company and without any warranty or representation in connection with the reassignment, execute such reassignments and do all such other deeds, acts and things as may be necessary to reassign those Charged Assets (as defined in the Deed) (then in existence) which were assigned to the Chargee and to release the remaining Charged Assets (as defined in the Deed) from this Security.

5. The Company shall not create or permit to subsist any Security Interest (as defined in the Deed) on or over the Charged Assets (as defined in the Deed) (save for Permitted Security Interests (as defined in the Deed)).

6. The Company shall not sell, assign, transfer, discount, factor, alienate, deal with or otherwise dispose of, exchange, compound, set-off or grant time or indulgence in respect of, or waive or release the Book Debts (as defined in the Deed) otherwise than in accordance with clause 8 of the Deed.

7. The Company shall not, without the prior written consent of the Chargee:

7.1 sell, transfer, grant any lease or licence in relation to, enter into any agreement for the sale, transfer of, grant of lease or licence relating to, or otherwise dispose of, the Charged Assets (as defined in the Deed) (other than the Book Debts (as defined in the Deed));

7.2 part with possession of the Charged Assets (as defined in the Deed) (other than the Book Debts (as defined in the Deed));

7.3 confer upon any person any licence, right or interest to occupy the Charged Assets (as defined in the Deed) (other than the Book Debts (as defined in the Deed));

7.4 grant any licence or permission to assign or underlet the Charged Assets (as defined in the Deed) (other than the Book Debts (as defined in the Deed)); or

7.5 enter into any option, agreement or arrangement having a similar effect to any of the actions referred to above in this paragraph 7.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04665037

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE DEBENTURE DATED THE 31st MARCH 2003 AND CREATED BY ABLE BROKERS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO PREMIUM CREDIT LIMITED 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 14th APRIL 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd APRIL 2003.

A handwritten signature in black ink, appearing to be 'R. G. J.' or similar.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES