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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

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

[01011]

04842883

Name of company

\* The Folgate Broker Alliance Limited

Date of creation of the charge

6 January 2004

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

Guarantee and Debenture

Amount secured by the mortgage or charge

See attached Rider A

all monies due or to become due from each of the obligors to the security trustee, the lender, the mezzanine lender, the overdraft bank and the hedging bank

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

The Royal Bank of Scotland plc, a company incorporated in Scotland (registered number SC90312) and having its registered office at 36 St Andrew Square, Edinburgh (as Security Trustee).

Postcode EH2 2YB

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

Dickson Minto W.S.  
Royal London House  
22-25 Finsbury Square  
London EC2A 1DX

Ref: TFBAL.lpd

Time critical reference

For official Use  
Mortgage Section

Post room



A08  
COMPANIES HOUSE

0593  
20/01/04

See attached Rider B

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

*Euan M'Intyre*

Date

*19/1/08*

On behalf of [XXXXXX] [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

**THE FOLGATE BROKER ALLIANCE LIMITED**

**(Registered No. 04842883)**

**RIDER A - FORM 395 - GUARANTEE AND 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 as principal debtor, guarantor, surety or otherwise or as the equivalent obligor under the laws of any other jurisdiction) of each Obligor to the Security Trustee, the Lender, the Mezzanine Lender, the Overdraft Bank and the Hedging Bank, and to any of them on any account whatsoever including without limitation under the Financing Documents, together with:

- (a) all costs, charges and expenses incurred by the Security Trustee, the Lender, the Mezzanine Lender, the Overdraft Bank or the Hedging Bank in connection with the protection, preservation or enforcement of its respective rights under the Financing Documents;
- (b) any refinancing, novation, refunding, deferral or extension of any of those obligations or liabilities;
- (c) any further advances which may be made by the Lender or the Mezzanine Lender to any Obligor as permitted by the Inter Creditor Deed or made by the Overdraft Bank under any current or overdraft account maintained by the Company with the Overdraft Bank and all interest, fees and costs in connection therewith;
- (d) any claim for damages or restitution in the event of rescission of any of those obligations or liabilities or otherwise in connection with the Financing Documents;
- (e) any claim against any Obligor flowing from the recovery by an Obligor of a payment or discharge in respect of any of those liabilities on grounds of preference or otherwise; and
- (f) any amounts which would be included in any of the foregoing but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings,

PROVIDED THAT in relation to the Company, the amount secured by the Guarantee and Debenture shall not include any sum to the extent that the giving of a guarantee or security by the Company for the payment of that sum would constitute financial assistance prohibited by the Companies Act 1985 (as amended) for the purpose of the acquisition of shares in the Company or any holding company of the Company or for the purpose of reducing or discharging a liability incurred in connection with such acquisition.

Where:

**"Bridge Facility Letter"** means a bridge loan facility letter originally dated 26 November 2001 made between the Parent and the Lender in relation to certain senior bridging loan facilities (as such letter is amended, varied, supplemented, novated or replaced from time to time);

**"Company"** means The Folgate Broker Alliance Limited, a company incorporated under the laws of England and Wales (Registered Number 04842883) and having its registered office at Folgate House, 26-28 Pembroke Road, Sevenoaks, Kent TN13 1XR;

**"Financing Documents"** has the meaning ascribed to it in the Mezzanine Facility Letter;

**"Group"** means the Parent and its subsidiary undertakings from time to time;

**"Hedging Bank"** means The Royal Bank of Scotland plc;

**"Inter Creditor Deed"** means the deed entered into by The Folgate Partnership Limited and Others, The Royal Bank of Scotland plc and RBS Mezzanine Limited, dated 26 November 2001 and as acceded to by the Company by a deed of accession dated on or about the date of the Guarantee and Debenture;

**"Lender"** means The Royal Bank of Scotland plc or such other lender from time to time under the Bridge Facility Letter;

**"Mezzanine Facility Letter"** means the letter originally dated 26th November 2001 (as such agreement is further amended, varied, supplemented, novated or replaced from time to time);

**"Mezzanine Lender"** means RBS Mezzanine Limited or such other lender from time to time under the Mezzanine Facility Letter;

**"Obligor"** means any person which is or has been a member of the Group and which has or which will have any liability (actual or contingent) and whether alone or jointly with any other person and whether as principal debtor, guarantor or surety or otherwise (or as the equivalent obligor under the laws of any other jurisdiction) to the Security Trustee, the Lender, the Mezzanine Lender, the Overdraft Bank and the Hedging Bank or any of them for the payment or repayment of any amounts outstanding or capable of becoming outstanding on any account whatsoever (including without limitation under the Financing Documents);

**"Overdraft Bank"** means The Royal Bank of Scotland plc;

**"Parent"** means The Folgate Partnership Limited (registered number 4317421);

**"Security Trustee"** means The Royal Bank of Scotland plc, a company organised and existing under the laws of Scotland (registered number SC90312) and having its registered office at 36 St Andrew Square, Edinburgh EH2 2YB as agent and trustee for itself and for each of the Lender, the Mezzanine Lender, the Overdraft Bank and the Hedging Bank.

**THE FOLGATE BROKER ALLIANCE LIMITED****(Registered No. 04842883)****RIDER B - FORM 395 - GUARANTEE AND DEBENTURE****Short particulars of all the property mortgaged or charged****1. Fixed Charges**

FIRST - The property described in the Fourth Schedule together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and therein;

SECOND - All other freehold and leasehold property of the Company both present and future together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and therein;

THIRD - All plant, machinery, vehicles and other equipment at the date of the Guarantee and Debenture or thereafter owned by it together with the benefit of any obligations and warranties given by the manufacturer or supplier of such plant, machinery or other equipment and the benefit of all maintenance agreements entered into between it and any other person in respect of such plant, machinery and other equipment;

FOURTH - Subject to the rights of any prior chargee - the Shares;

FIFTH - Subject to the rights of any prior chargee - all other shares and stock in the capital of any company which as at the date of the Guarantee and Debenture or at any time thereafter are owned by it or in which it otherwise has an interest together in all cases with all rights arising in relation thereto;

SIXTH - The benefit of all present and future licences (statutory or otherwise) held in connection with its business or the user of any of the mortgaged property and the right to recover and receive all compensation which may at any time become payable to it in respect thereof;

SEVENTH - All licences and patents (including applications and the rights to apply therefor), copyrights, rights in trademarks (whether registered or not), trade names, rights in service marks (whether registered or not), registered designs, know-how and rights in confidential information at the date of the Guarantee and Debenture or at any time belonging to it;

EIGHTH - Its goodwill and uncalled capital both present and future;

NINTH - The book debts due or owing to it both present and future;

TENTH - All benefits in respect of all contracts and policies of insurance which are from time to time taken out by it or (to the extent of such interest) in which it has an interest;

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## 2. Floating Charges

ELEVENTH - Its stock-in-trade and work-in-progress, prepayments, investments quoted on a recognised stock exchange and cash of both present and future; and

TWELFTH - Its undertaking and all other property and assets of the Company both present and future.

The provisions of clauses 1 and 2 above shall not apply to any Excluded Accounts.

## 3. Assignment in Security

The Company, in security for the payment and discharge of all the Secured Liabilities, assigns and agrees to assign to the Security Trustee (as agent and trustee aforesaid) with full title guarantee all of its right, title and interest, present and future, in and to the right to receive payment under the Acquisition Documents and undertakes to the Security Trustee promptly to give such notice of this assignment and subsequent assignments under the Guarantee and Debenture as the Security Trustee may require, provided that to the extent (if any) that such right, title and interest are not assignable, such assignment will operate as an assignment of proceeds received by it under such Acquisition Documents as security for the Secured Liabilities.

## 4. Set-Off

The Company authorises the Security Trustee, the Lender, the Mezzanine Lender, the Overdraft Bank and the Hedging Bank to hold as security for the Secured Liabilities any balances, credits, deposits, accounts or monies to which it is entitled on any account other than Excluded Accounts with the Security Trustee, the Lender, the Mezzanine Lender, the Overdraft Bank or the Hedging Bank (as the case maybe) and to apply any such balances, credits, deposits, accounts or monies at any time without notice to the Company in satisfaction of any Secured Liabilities due and payable but unpaid.

Where:

"**Acquisition Documents**" means any share sale or business purchase agreement to be entered into or contemplated by the Company, acting as Purchaser and those of the documents listed in the contents section thereof which are stated to be in the agreed form;

"**Excluded Account**" means any Company's client account including, without limitation, any Insurance for Business Account, together with any balances, credits, deposits or monies on such account;

"**Insurance for Business Account**" means those bank accounts to be established for the Company for the purpose of holding client monies on trust for such clients;

"**Second Schedule**" means the Second Schedule to the Guarantee and Debenture setting out a description of the Shares;

"**Secured Liabilities**" means the Secured Liabilities as detailed in Rider A;

All terms defined in Rider A shall have the same meaning in this Rider B.

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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. 04842883

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT GUARANTEE & DEBENTURE DATED THE 6th JANUARY 2004 AND CREATED BY THE FOLGATE BROKER ALLIANCE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OF THE OBLIGORS TO THE SECURITY TRUSTEE, THE LENDER, THE MEZZANINE LENDER, THE OVERDRAFT BANK AND THE HEDGING BANK OR ANY OF THEM 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 20th JANUARY 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd JANUARY 2004.

A handwritten signature in dark ink, appearing to be 'Pm'.



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES