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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

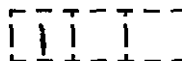
A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



5129988

Name of company

* Wealthy Thoughts Limited ("Company")

Date of creation of the charge

26 July 2004

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

Debenture ("Deed")

Amount secured by the mortgage or charge

See Schedule 1

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

David Bignall of Elm Gable, 17 Wood Lane, Gedling, Nottingham, NG4 4AD and
Alan Burton of 20 Epperstone Road, Lowdham, Nottingham, NG14 7BU ("Investors")

Postcode

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

DLA LLP
Victoria Square House, Victoria
Square, Birmingham, B2 4DL

PE/RMJ/80357/120000

Time critical reference

For official Use
Mortgage Section

Post room



A29
COMPANIES HOUSE

0366
28/07/04

See Schedules 2 and 3

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)

Nil

Signed

DLA

Date 27 July 2004

On behalf of ~~XXXXXX~~ [mortgagee/chargee]† DLA LLP

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

SCHEDULE 1 TO M395

AMOUNT SECURED BY THE MORTGAGE OR CHARGE

10 All the Company's liabilities to each of the Investors whether jointly or severally of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) pursuant to a loan note instrument dated on or about the date hereof constituting £4,500,000 variable rate secured subordinated loan notes issued by the Company together with the Investors Interest and Expenses ("**Company's Obligations**").

SCHEDULE 2

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1. The Company covenants to discharge on demand the Company's Obligations and as a continuing security for such discharge and with full title guarantee charges to the Investors:-
 - 1.1 By way of legal mortgage all the freehold and leasehold property now vested in or charged to the Company including any Registered Land. 01
+95
 - 1.2 By way of fixed charge all estates or interests in any freehold and leasehold property now and in the future vested in or charged to the Company except the property charged by Clause 1.1 of the Deed.
 - 1.3 By way of fixed charge all fixtures and fittings from time to time attached to any freehold and leasehold property of the Company.
 - 1.4 By way of fixed charge all the plant and machinery vehicles and computer equipment of the Company present and future not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts.
 - 1.5 By way of fixed charge all furniture furnishings equipment tools and other chattels of the Company present and future not regularly disposed of in the ordinary course of business.
 - 1.6 By way of fixed charge all rents receivable from any lease granted out of any freehold and leasehold property of the Company.
 - 1.7 By way of fixed charge all the goodwill and uncalled capital of the Company present and future.
 - 1.8 By way of fixed charge all stocks shares and other securities held by the Company from time to time in any subsidiary and all income and rights derived from or attaching to the same.
 - 1.9 By way of fixed charge all stocks shares and other securities of the Company present and future (except those charged by clause 1.8 of the Deed) and all income and rights derived from or attaching to the same.
 - 1.10 By way of fixed charge all Intellectual Property Rights choses in action licences and claims of the Company present and future and the insurance policies and proceeds of any insurance from time to time affecting the Property. "Intellectual Property Rights" include (without

limitation) all rights in patents inventions copyrights design rights trademarks service marks database rights confidential information know-how domain names and business names.

- 1.11 By way of fixed charge the benefit of any currency or interest rate swap cap or collar or other hedging agreement or any futures transaction or treasury instrument made with the Investors or any third party.
- 1.12 By way of fixed charge all book debts and other debts of the Company present and future and the proceeds of payment or realisation of each of them until the receipt of the proceeds from time to time into an account in accordance with Clause 4.2 of the Deed.
- 1.13 By way of fixed charge all funds standing to the credit of the Company from time to time on any account with the Investors or any other bank or financial institution or organisation including all receipts from time to time paid into an account in accordance with Clause 4.2 of the Deed Provided that the Investors may without prejudice to the Deed permit the Company to make withdrawals from time to time.
- 1.14 By way of floating charge all the undertaking and all property assets and rights of the Company present and future not subject to a fixed charge under the Deed.

NEGATIVE PLEDGE

- 2.1 The Company will not without the previous written consent of the Investors:-
 - 2.1.1 Create or permit to arise any mortgage charge or lien on the Property.
 - 2.1.2 Dispose of the Property charged by Clause 1.1 to 1.13 inclusive of the Deed.

SCHEDULE 3

DEFINITIONS

- Property:** The whole and any part of the undertaking property and assets of the Company charged by Clause 1 of the Deed.
- Interest:** Interest at the rate(s) charged to the Company by the Investors from time to time.
- Expenses:** All expenses (on a full indemnity basis) incurred by the Investors or any Receiver at any time in connection with the Property or the Company's Obligations or in taking or perfecting the Deed or in preserving defending or enforcing the security created by the Deed or in exercising any power under the Deed or otherwise with Interest from the date they are incurred.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05129988

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 26th JULY 2004 AND CREATED BY WEALTHY THOUGHTS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO EACH OF THE INVESTORS 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 28th JULY 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30th JULY 2004.

P. Ram



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES