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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

CHFP025

Please do not
write in
this margin

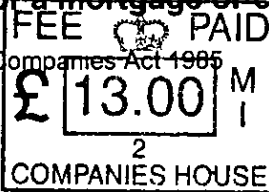
Please complete
legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

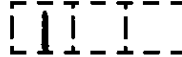
Pursuant to section 395 of the Companies Act 1985

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



For official use

Company number



05831018

Name of company

* Mitre Capital Partners Limited (Chargor)

Date of creation of the charge

23 April 2007

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

Debenture between Chargor, Lanebridge Securities Limited and Alliance & Leicester plc (Security Trustee) (Debenture)

Amount secured by the mortgage or charge

All moneys and liabilities as at the date of the Debenture or thereafter due, owing or incurred by the Chargor to the Finance Parties (or any of them) under the Finance Documents (or any of them) in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing on such moneys and liabilities and all costs, charges and expenses incurred by any Finance Party under any Finance Document, except for any obligation which, if it were included, would result in a contravention of section 151 of the Companies Act 1985, or its equivalent in any other jurisdiction.

Cont/d

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

Alliance & Leicester plc
Corporate Administration
298 Deansgate, Manchester

Postcode M3 4HH

Presentor's name address and
reference (if any)

Addleshaw Goddard
100 Barbirolli Square
Manchester
M2 3AB
GUNNR/8518-153

2-1800684v1

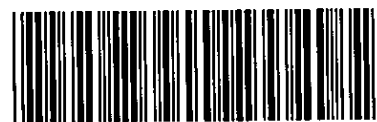
Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

THURSDAY



A28

AUMLP1W

26/04/2007

697

COMPANIES HOUSE

First legal mortgages

The Chargor charges by way of first legal mortgage all interests and estates in freehold, leasehold or commonhold property and, in each case, all Premises and Fixtures on such property for the time being

Assignments

The Chargor assigns

- (a) the Relevant Agreements to which it is a party, and
- (b) the Relevant Policies to which it is a party

Cont/d

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 Addleshaw Goddard LLP Date 25 April 2007

On behalf of ~~XXXXXXXX~~ [mortgagee/chargee] †

*A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge
(See Note 5)*

Notes

† delete as
appropriate

- 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 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 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 situated 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**.

Name of company

*insert full name
of Company

* Mitre Capital Partners Limited (Chargor)

Addendum 1/4

1 Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

In this form the following terms have the following meanings

Accession Deed means a deed substantially in the form set out in schedule 6 to the Senior Facilities Agreement

Ancillary Document means each document relating to or evidencing the terms of an Ancillary Facility

Ancillary Facility means any ancillary facility made available in accordance with clause 8 (Ancillary Facilities) of the Senior Facilities Agreement

Fee Letter means any letter or letters between Alliance & Leicester plc as arranger or agent and the Chargor setting out any of the fees referred to in clause 16 (Fees) of the Senior Facilities Agreement

Finance Document means any of the Senior Facilities Agreement, any Accession Deed, any Ancillary Document, any Fee Letter, any Hedging Agreement, the Intercreditor Deed, any Security Document, any Utilisation Request and any other document designated as a Finance Document by Alliance & Leicester plc as agent and the Chargor

Finance Party means Alliance & Leicester plc as agent, arranger, security trustee, lender, issuing bank and ancillary lender under the Senior Facilities Agreement and its successors, assignees and transferees in such capacities and any person who becomes party to the Facilities Agreement as a hedge counterparty

Hedging Agreement means any master agreement, confirmation, schedule or other agreement to be entered into by the Chargor for the purpose of hedging interest rate liabilities in relation to the loan facility made available pursuant to the Senior Facilities Agreement

Intercreditor Deed means the intercreditor deed dated 23 April 2007 and made between (among others) the Chargor, Lanebridge Securities Limited and Alliance & Leicester plc (in various capacities)

Security Documents means each of the documents

(a) listed in paragraph 3(e) of schedule 2 to the Senior Facilities Agreement and

(b) any other document entered into by the Chargor or Lanebridge Securities Limited creating or expressed to create any Security over all or any part of its assets in respect of the obligations of the Chargor or Lanebridge Securities Limited under any of the Finance Documents

Senior Facilities Agreement means the senior facilities agreement dated 23 April 2007 and made between Mitre Capital Partners Limited, Lanebridge Securities Limited and Alliance & Leicester plc in its various capacities

Name of company

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Utilisation Request means a notice substantially in the relevant form set out in schedule 3 to the Senior Facilities Agreement

Addendum 3/4

3 Names, addresses and description of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

First fixed charges

The Chargor charges by first fixed charge (other than specific assets effectively charged by way of legal mortgage or assigned and described above)

- (a) all other interests and estate in any freehold, leasehold or commonhold property,
- (b) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property,
- (c) the benefit of all other agreements, instruments and rights relating to its Secured Property,
- (d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them,
- (e) the Subsidiary Shares together with all Related Rights,
- (f) the Investments together with all Related Rights,
- (g) all book and other debts due to the Chargor and their proceeds (both collected and uncollected) (together **Debts**) and all rights, guarantees, security or other collateral in respect of the Debts (or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them),
- (h) all moneys from time to time standing to the credit of each Blocked Account,
- (i) all moneys from time to time standing to the credit of each account held by the Chargor with any bank, building society, financial institution or other person other than any Blocked Account,
- (j) all its Intellectual Property,
- (k) all its goodwill and uncalled capital,
- (l) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them, and

Name of company

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to the extent that any assignment referred to above is ineffective as an assignment,
the assets purported to be assigned

Floating charge

The Chargor charges by way of first floating charge all its assets and undertaking wherever
located both present and future (other than any assets effectively charged by way of legal
mortgage or fixed charge or assigned and described above)

Note

Negative pledge

The Chargor undertakes not to create or permit to subsist any Security over any of its
assets other than Permitted Security

In this form the following terms shall have the following meanings

Acquisition Agreement means the agreement dated 23 April 2007 relating to the sale and
purchase of certain assets and made between the Chargor and Ansbacher & Co Limited

Agency Agreement means the agreement dated 23 April 2007 between the Chargor and Ansbacher
& Co Limited whereby the Chargor agrees to provide loan administration services to
Ansbacher & Co Limited

Authorisation means an authorisation, consent, approval, resolution, licence, exemption,
filing, notarisation or registration, or any other similar permission

Blocked Account means each Mandatory Prepayment Account and each Holding Account

Fixtures means in respect of any Secured Property, all fixtures and fittings (including
trade fixtures and fittings) and fixed plant and machinery as at 23 April 2007 or any time
thereafter on the Secured Property

Group means Lanebridge Securities Limited and each of its Subsidiaries for the time being

Holding Account means an account

(a) held by a member of the Group with Alliance & Leicester plc (as agent under the
Senior Facilities Agreement)

(b) identified in a letter between the Chargor and Alliance & Leicester plc as a Holding
Account

(c) which Alliance & Leicester plc has sole signing rights to and

(d) subject to Security in favour of the Security Trustee which Security is in form and
substance satisfactory to the Security Trustee,

(as the same may be redesignated, substituted or replaced from time to time)

Insurance Policies means, in respect of the Chargor, all policies of insurance present and
future in which it has an interest

Intellectual Property means

Name of company

*insert full name
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* Mitre Capital Partners Limited (Chargor)

) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered and

(b) the benefit of all applications and rights to use such assets of each member of the Group

Intra-Group Loan Agreement means the loan agreement dated 23 April 2007 between the Chargor as borrower and Lanebridge Securities Limited as lender

Investments means any shares, stocks, debenture security, securities, bonds and investments of any type (other than the Subsidiary Shares) whatever, including but not limited to, negotiable instruments, certificates of deposit, eligible debt securities, interests in collective investment schemes, or other investments referred to in section 22, and as defined in Part II of Schedule 2 of the Financial Services and Markets Act 2000 and Part III of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, whether certificated or uncertificated, physical or dematerialised, registered or unregistered, held by the Chargor or by a trustee or clearance system or nominee

Mandatory Prepayment Account means an interest-bearing account

(a) held by the Chargor with Alliance & Leicester plc (as agent under the Senior Facilities Agreement)

(b) identified in a letter between the Chargor and Alliance & Leicester plc as a Mandatory Prepayment Account

(c) which Alliance & Leicester plc has sole signing rights to and

(d) subject to Security in favour of the Security Trustee which Security is in form and substance satisfactory to the Security Trustee,

(as the same may be redesignated, substituted or replaced from time to time)

Permitted Security means

(a) any Security arising under the Security Documents

(b) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by the Chargor or Lanebridge Securities Limited

(c) any netting or set-off arrangement entered into by the Chargor or Lanebridge Securities Limited in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of the Chargor or Lanebridge Securities Limited (including an Ancillary Facility which is an overdraft comprising more than one account) but only so long as (i) such arrangement does not permit credit balances of the Chargor or Lanebridge Securities Limited to be netted or set off against debit balances of members of the Group or other persons which are not the Chargor or Lanebridge Securities Limited and (ii) such arrangement does not give rise to other Security over the assets of the Chargor or Lanebridge Securities Limited in support of liabilities of members of the Group or other persons which are not the Chargor or Lanebridge Securities Limited

(d) any Security arising from the Chargor providing cash cover under the terms of any Finance Document

Name of company

*insert full name
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* Mitre Capital Partners Limited (Chargor)

) any Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to the Chargor or Lanebridge Securities Limited in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by the Chargor or Lanebridge Securities Limited

(f) any Security permitted by Alliance & Leicester plc (as agent) in writing

Premises means any building on a Secured Property

Related Rights means in respect of any Investment or Subsidiary Share

(a) all moneys paid or payable in respect of that Investment or Subsidiary Share (whether as income, capital or otherwise)

(b) all shares, investments or other assets derived from that Investment or Subsidiary Share and

(c) all rights derived from or incidental to that Investment or Subsidiary Share

Relevant Agreement means

(a) the Acquisition Agreement

(b) the Transitional Services Agreement

(c) the Agency Agreement

(d) the Intra-Group Loan Agreement

(e) each other agreement designated as a Relevant Agreement by the Security Trustee and the Chargor in writing

Relevant Policies means all Insurance Policies (other than policies in respect of third party liability) together with all moneys payable in respect of those policies

Secured Property means at any time all freehold, leasehold or commonhold property which is subject to a Security created by, under or supplemental to the Debenture

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

Subsidiary means a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985 (as amended)

Subsidiary Shares means, in respect of the Chargor, all shares present and future held by it in its Subsidiaries

Transitional Services Agreement means the transitional services agreement dated 23 April 2007 and made between the Chargor and Ansbacher & Co Limited

Company number

05831018

Name of company

*insert full name
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FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 05831018

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 23rd APRIL 2007 AND CREATED BY MITRE CAPITAL PARTNERS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE FINANCE 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 26th APRIL 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2nd MAY 2007



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES