

# M

CHFP025

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legibly, preferably  
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

Company number

[1][3]

06097517

Name of company

\* Securities Lending Services Group Limited (the "Chargor")

Date of creation of the charge

22 August 2008

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

Composite guarantee and debenture dated 22 August 2008 and made between (1)  
the Chargor, Dataexplorers Limited, Spitalfields Advisors Limited and (2)  
the Lender (the "Debenture")

Amount secured by the mortgage or charge

T  
10  
All present and future indebtedness, monies, obligations and liabilities  
of each Obligor (including the Chargor) and each other member of the Group  
to the Lender, in whatever currency denominated, whether actual or  
contingent, whether owed jointly or severally or as principal or as surety  
or in some other capacity and whether or not the Lender was an original  
party to the relevant transaction and in whatever name or style, including  
all interest, discount, commission and fees for which any of them may be or  
become liable to the Lender, together with all Expenses and all interest  
under Clause 2 3 (Interest) of the Debenture (together the "Secured  
Liabilities")

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

HSBC BANK PLC (the "Lender") of 8 Canada Square, London

Postcode E14 5HQ

Presenter's name address and  
reference (if any)  
CMS Cameron McKenna LLP  
~~Mitre House~~  
~~160 Aldersgate Street~~  
~~London~~  
~~EC1A 4DD~~

ESGI/WCO/023407 00350 (22535259)

Time critical reference

For official Use (06/2005)  
Mortgage Section

Post room

WEDNESDAY



"LIFK02TX"

LD2

03/09/2008

130

COMPANIES HOUSE

Please return via  
CH London Counter

Ac 0040004 £13  
✓  
395

Short particulars of all the property mortgaged or charged

Please see Rider 1

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

Fix

Particulars as to commission allowance or discount (note 3)

N/A

Signed CMS Cameron McKenna LLP Date 27 August 2008

On behalf of ~~XXXXXX~~ [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 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**.

**Form M395**

**Company Name:** Securities Lending Services Group Limited

**Company Number:** 06097517

**Short particulars of all the property mortgaged or charged**

**Rider 1**

- 1 The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charged in favour of the Lender by way of a first legal mortgage all of the Chargor's right, title and interest in and to the freehold, commonhold and leasehold property then vested in it (including, but not limited to, the freehold, commonhold and leasehold property (if any) specified in Schedule 1(*Real Property*)) hereto
- 2 The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charged in favour of the Lender by way of first fixed charge all of the Chargor's right, title and interest in and to the following assets, both present and future
  - 2 1 1 all estates or interests in any freehold, commonhold or leasehold property (other than such property effectively mortgaged under paragraph 1 of this form 395 above),
  - 2 1 2 all licences held by it to enter upon or use land and/or to carry on the business carried on upon that land and all agreements relating to land to which it is a party or otherwise entitled,
  - 2 1 3 where any Mortgaged Property is leasehold property, any right or interest arising by virtue of any enfranchising legislation (including, but not limited to, the Leasehold Reform Act 1967 and the Leasehold Reform Housing and Urban Development Act 1993 but excluding Part II of the Landlord and Tenant Act 1954) which confers upon a tenant of property whether individually or collectively with other tenants of that or other properties the right to acquire a new lease of that property or to acquire, or require the acquisition by a nominee of, the freehold or any intermediate reversionary interest in that property;
  - 2 1 4 any amounts owing to it by way of rent, licence fee, service charge, dilapidations, ground rent and/or rent charge in respect of any Mortgaged Property or Premises,
  - 2 1 5 all fixed and other plant and machinery, computers, vehicles, office equipment and other chattels in its ownership or possession (but excluding any of those items to the extent that they are part of its stock in trade),
  - 2 1 6 all Insurances, including all claims, the proceeds of all claims and all returns of premium in connection with Insurances,
  - 2 1 7 all book debts and all other debts or monetary claims (including all choses in action which may give rise to a debt or monetary claim), all proceeds thereof and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same,

- 2 1 8 all moneys from time to time deposited in or standing to the credit of any bank account with the Lender or any other bank or financial institution (including, without limitation, any rent deposit given to secure liabilities in relation to land and any retention or similar sum arising out of a construction contract or any other contract (and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same)), together with all moneys from time to time deposited in or standing to the credit of any Realisation Account),
- 2 1 9 all Securities and their Related Rights,
- 2 1 10 all of its goodwill and uncalled capital,
- 2 1 11 all Intellectual Property,
- 2 1 12 all Authorisations (statutory or otherwise) held in connection with its business or the use of any Charged Property and the right to recover and receive all compensation which may be payable in respect of them,
- 2 1 13 each of the Specified Contracts, together with
- (a) all contracts, guarantees, appointments, warranties and other documents to which it is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation of any Mortgaged Property or Premises,
  - (b) all agreements entered into by it or of which it has the benefit under which credit of any amount is provided to any person,
  - (c) all contracts for the supply of goods and/or services by or to it or of which it has the benefit (including, without limitation, any contracts of hire or lease of chattels), and
  - (d) any currency or interest swap or any other interest or currency protection, hedging or financial futures transaction or arrangement entered into by it or of which it has the benefit (whether entered into with the Lender or any other person),

including, in each case, but without limitation, the right to demand and receive all moneys whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them

- 3 The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, assigned to the Lender absolutely by way of a first legal assignment all of the Chargor's right, title and interest in and to the Acquisition Agreements and the Key-man Policies
- 4 The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charged in favour of the Lender by way of a first floating charge the whole of its undertaking and assets, present and future, including all of its stock in trade and all assets of the Chargor not otherwise validly and effectively mortgaged, charged or assigned (whether at law or in equity) by way of fixed security pursuant to paragraphs 1 to 3 of this form 395 above

The provisions of paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created pursuant to Clause paragraph 4 of this form 395

## NOTES

### A. The Debenture contains the following covenants:

#### 1. Negative Pledge

The Chargor shall not create or extend or permit to arise or subsist any Security (other than any Security constituted by the Debenture) over the whole or any part of the Charged Property, other than as permitted under the Facilities Agreement or with the prior written consent of the Lender

#### 2. Restriction on Disposals

The Chargor shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of the whole or any part of the Charged Property, other than any disposal of any Charged Property which is subject only to the floating charge created by paragraph 4 of this form 395 for full consideration in the ordinary and usual course of the Chargor's business as it is presently conducted or as permitted under the Facilities Agreement, the Debenture or with the prior written consent of the Lender

### B. Definitions

In this form 395 the following expressions shall have the following meanings

**"Acquisition Agreements"** has the same meaning given to such term in the Facilities Agreement

**"Authorisation"** means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration

**"Charged Property"** means all the assets of the Chargor which from time to time are the subject of any security created or expressed to be created in favour of the Lender by or pursuant to the Debenture

**“Delegate”** means any person appointed by the Lender or any Receiver pursuant to Clauses 13.2 to 13.4 (*Delegation*) of the Debenture and any person appointed as attorney of the Lender and/or any Receiver or Delegate

**“Expenses”** means all costs (including legal fees), charges, expenses and damages sustained or incurred by the Lender or any Receiver or Delegate at any time in connection with the Charged Property or the Secured Liabilities or in taking, holding or perfecting the Debenture or in protecting, preserving, defending or enforcing the security constituted by the Debenture or in exercising any rights, powers or remedies provided by or pursuant to the Debenture (including any right or power to make payments on behalf of the Chargor under the terms of the Debenture) or by law in each case on a full indemnity basis

**“Facilities Agreement”** means the facility agreement between (1) the Chargor and (2) HSBC Bank Plc dated 22 August 2008

**“Group”** means the Chargor and each of its subsidiaries from time to time, and **“member of the Group”** shall be construed accordingly

**“Insurances”** means the Key-man Policies and the proceeds of them and all other contracts and policies of insurance or assurance (including, without limitation, life policies and the proceeds of them) from time to time taken out by or for the benefit of the Chargor or in which the Chargor from time to time has an interest, together with all bonuses and other moneys, benefits and advantages that may become payable or accrue under them or under any substituted policy

**“Intellectual Property”** means

- (a) all patents, trademarks, service marks, design rights and all other registered or unregistered intellectual property rights,
- (b) any applications for intellectual property rights and the benefit of any priority dates attaching to such applications and all benefits deriving from intellectual property rights, including royalties, fees, profit sharing agreements and income from licences,
- (c) all copyrights (including rights in software), source codes, brand names and other similar intellectual property rights,
- (d) all know-how, confidential information and trade secrets, and
- (e) all physical material in which any intellectual property might be incorporated,

including, without limitation, any of the same specified in Schedule 2 (*Intellectual Property*) hereto

**“Key-man Policies”** means each of the key-man policies of life insurance or life assurance from time to time taken out by or for the benefit of the Chargor or assigned to the Chargor or in which the Chargor from time to time has an interest in respect of the death or disability or critical illness of the individuals specified in Schedule 3 (*Key-man Policies*) hereto

**“Mortgaged Property”** means any freehold, commonhold or leasehold property the subject of the security constituted by the Debenture and references to any **“Mortgaged Property”** shall include references to the whole or any part or parts of it

**“Obligor”** means any borrower or guarantor (including the Chargor) under or in connection with any facilities made available by the Lender to any member of the Group from time to time

**“Premises”** means all buildings and erections from time to time situated on or forming part of any Mortgaged Property

**“Realisation Account”** means the interest bearing blocked deposit account opened or to be opened by the Chargor with the Lender on or before the date of the Debenture and/or (where the context permits) any account from time to time substituted for or additional to the same (including in each case such account as redesignated and/or renumbered from time to time)

**“Receiver”** means a receiver, receiver and manager or administrative receiver of the whole or any part or parts of the Charged Property

**“Related Rights”** means, in relation to the Securities, all dividends, interest, benefits, property, rights, accretions, moneys, advantages, credits, rebates, refunds (including rebates and refunds in respect of any tax, duties, imposts or charges) and other distributions paid or payable in respect of the Securities, whether by way of bonus, capitalisation, conversion, preference, option, substitution, exchange, redemption or otherwise

**“Securities”** means all stocks, shares, loan notes, bonds, certificates of deposit, depository receipts, loan capital indebtedness, debentures or other securities from time to time legally or beneficially owned by or on behalf of the Chargor, including, without limitation, any of the same specified in Schedule 4 (*Securities*) hereto, together with all property and rights of the Chargor in respect of any account held by or for the Chargor as participant, or as beneficiary of a nominee or trustee participant, with any clearance or settlement system or depository or custodian or sub-custodian or broker in the United Kingdom or elsewhere

**“Security”** means 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

**“Specified Contracts”** means each of the contracts specified in Schedule 5 (*Specified Contracts*) hereto

**Schedule 1**

**Real Property**

**Part 1 - Registered Land**

*[None as at the date of the Debenture]*

**Part 2 - Unregistered Land**

*[None as at the date of the Debenture]*



### **Schedule 3**

#### **Key-man Policies**

Key-man Policy of Mark Faulkner (£2,500,000 for a period of 5 years) (Policy number 14449256)

## Schedule 4

### Securities

Name of Chargor	Details of company in which shares are held	Description of shares charged
Securities Lending Services Group Limited	Spitalfields Advisors Limited	The entire issued share capital of Spitalfields Advisors Limited
Securities Lending Services Group Limited	Dataexplorers Limited	The entire issued share capital of Dataexplorers Limited

## Schedule 5

### Specified Contracts

Name of Chargor	Document
Securities Lending Services Group Limited	Share purchase deed dated 25 April 2007 and made between (1) Mark Cliffane Faulkner and others and (2) Securities Lending Services Group Limited in relation to the sale and purchase of certain share capital of Dataexplorer Limited
Securities Lending Services Group Limited	Share purchase deed dated 25 April 2007 and made between (1) Mark Cliffane Faulkner and others and (2) Securities Lending Services Group Limited in relation to the sale and purchase of certain share capital of Spitalfields Advisors Limited



FILE COPY

## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

COMPANY NO. 6097517  
CHARGE NO. 3

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND  
DEBENTURE DATED 22 AUGUST 2008 AND CREATED BY  
SECURITIES LENDING SERVICES GROUP LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
EACH OBLIGOR (INCLUDING THE COMPANY) AND EACH  
MEMBER OF THE GROUP TO HSBC BANK PLC 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 3 SEPTEMBER  
2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 SEPTEMBER  
2008

LC  
SR



Companies House  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES