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Please complete
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.

118701/39

395

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[] [] [] [] [] []

6397461

Name of company

* TransSend Payments Limited of Prince Leopold House, Victoria Street,
Windsor, Berkshire, SL4 1EH (the "**Company**")

Date of creation of the charge

29 September 2008

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

Debenture dated 29 September 2008 (the "**Deed**") made between (1) the Company
and (2) Conister Financial Group PLC (the "**Lender**")

Amount secured by the mortgage or charge

All the obligations and liabilities to be discharged or paid by the Company
to the Lender under any Finance Document to which it is a party (the
"**Secured Liabilities**")

Please see addendum 2/4

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

Conister Financial Group PLC of Conister House, Isle of Man, Business Park,
Ballacottier, Braddan, Isle of Man

Postcode IM2 2QF

Presenter's name address and
reference (if any)

Stephenson Harwood
One St Paul's Churchyard
London
EC4M 8SH

Time critical reference

1648/47-01234/7414187 1

For official Use (02/06)
Mortgage Section

Post room

THURSDAY



LD3

COMPANIES HOUSE

159

Short particulars of all the property mortgaged or charged

The Company with full title guarantee charges to the Lender as a continuing security for the discharge of the Secured Liabilities

i) by way of fixed charge:

(1) its Real Property,

(2) all its vehicles, computers, furnishings, equipment, tools and other chattels now or in the future and all its right, title and interest under any agreements now and in the future relating to the purchase, lease or hire purchase of any of them,

(3) all its goodwill and uncalled capital now and in the future,

(4) all Shares,

(5) all its intellectual property rights now and in the future,

(6) the benefit of all its book and other debts and monetary claims now and in the future owing to it and the proceeds of payment or realisation of each of them, and

Please see addendum 4/4

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Stephenon Hancock

Date 2 October 2008

On behalf of ~~XXXXXXXXXXXXXXXXXXXX~~ (chargee) †

A fee 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 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* TransSend Payments Limited of Prince Leopold House, Victoria Street,
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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)

"Drawdown Request" means a notice substantially in the form set out in Schedule 2 of the Facility Agreement.

"Facility" means a sterling loan facility in an aggregate amount of up to the Limit subject to the terms of the Facility Agreement,

"Facility Agreement" means a facility agreement dated [26] September 2008 (the **"Facility Agreement"**) and made between TransSend Holdings Limited (the **"Borrower"**), the Lender and Altair Financial Services PLC,

"Finance Document" means each of

- (a) the Facility Agreement,
- (b) each Security Document,
- (c) each Drawdown Request, and
- (d) each other document designated as a Finance Document by the Lender and the Borrower,

"Limit" means two million three hundred thousand pounds (£2,300,000),

"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,

"Security Document" means each of

- (a) a debenture and guarantee dated 29 September 2008 granted by the Company in favour of the Lender, a debenture dated 29 September 2008 granted by the Borrower in favour of the Lender, a debenture dated 29 September 2008 granted by TransSend (IOM) Limited (**"TIOM"**) in favour of the Lender and a guarantee dated 29 September 2008 granted by TIOM in favour of the Lender,
- (b) any other document entered into in favour of the Lender creating or expressed to create any Security over all or any part of its assets in respect of the obligations of the Borrower,

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Addendum 3/4

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

Addendum 4/4

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

all Related Rights in respect of each of the assets described in Clause 3 of the Deed

ii) by way of floating charge, all the undertaking and assets of the Company now and
in the future

The Company hereby with full title guarantee but subject to obtaining any consent
needed from any third party

i) assigns absolutely all Assigned Property existing at the date of the Deed to the
Lender, and

ii) agrees to assign absolutely all Assigned Property existing in the future to the
Lender

The floating charge created by this Debenture shall rank behind all fixed charges
created by the Company in favour of the Lender

The exclusions of liability contained in Section 6(2) of the Law of Property
(Miscellaneous Provisions) 1994 Act shall not apply to the full title guarantee given
in this Debenture

Paragraph 14 of Schedule B1 of the Insolvency Act 1986 applies to the floating charge
created under this Debenture

The Company shall not create or permit to arise or continue any Encumbrance affecting
any part of the Secured Property other than as permitted under the Finance Documents

"Assigned Property" means all rights, title and interest in the Company in each of

(a) the proceeds of any insurance policy, and

(b) each Material Contract,

"Encumbrance" means a mortgage, charge, pledge, hypothecation or lien and any other
arrangement or interest which has a similar effect

"Material Contract" means any contract designated as a material contract by the Lender
from time to time

"Real Property" means

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(a) all freehold, leasehold and immovable property including any property specified in Schedule 1 of the Deed,

(b) all covenants and rights relating to and the benefit of all easements serving or related to any such property, and

(c) all buildings, fixtures, fittings, fixed plant and machinery from time to time situated on or forming part of any such property

"Related Rights" means, in relation to any asset:

(a) the proceeds of sale of any part of that asset,

(b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,

(c) all rights against any trustee or nominee or clearance system which holds that asset or in which that asset is held on behalf of the Company,

(d) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset, and

(e) any monies and proceeds paid or payable in respect of that asset

"Shares" means:

(a) all shares, stocks, debentures certificates of deposits and other securities,

(b) all interests in collective investment schemes, and

(c) all warrants, options and other rights to subscribe or acquire any of the investments described in any other paragraph of this definition,

in each case whether held by or to the order of the Company or by any trustee, nominee or fiduciary on its behalf or in any clearance system



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6397461
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 29
SEPTEMBER 2008 AND CREATED BY TRANSSSEND PAYMENTS
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO CONISTER FINANCIAL GROUP
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 9
OCTOBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 OCTOBER
2008



Companies House
— for the record —

P. mel.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES