

# M

CHFP025

Please do not  
write in  
this margin

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

\*insert full name  
of Company

COMPANIES FORM No. 395

178154 | 26

## Particulars of a mortgage or charge

# 395

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



06824947

Name of company

\* Lovemoney.com Limited (the "Chargor")

Date of creation of the charge

1 September 2009

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

Debenture made between the Chargor (1) and the Lender (2) (the "Debenture")

Amount secured by the mortgage or charge

Please see attached schedule 1

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

The Motley Fool Limited  
18 Soho Square, London  
(the "Lender")

Postcode W1D 3QL

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

Taylor Wessing LLP  
5 New Street Square  
London  
EC4A 3TW

Ref: NJK

Time critical reference

MOT20-U4/Deb L.C Limited

For official Use (06/2005)

Mortgage Section

Post room

FRIDAY



\*AZ6A6DDL\*

A17

18/09/2009

312

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see attached schedule 2

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

*Taylor Wessing LLP*

Date

15.09.09

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)*

*† 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

## Definitions

**"Accounts"** means:

- (a) any Designated Account; and
- (b) any other bank account of the Chargor with any bank or financial institution now or at any time opened at the request of or with the consent of the Lender;

**"Agreement"** means a loan agreement dated on or about the date of the Debenture made between the Chargor as borrower and the Lender;

**"Business"** means the business of personal finance publishing carried on by the Chargor;

**"Charged Property"** means the assets mortgaged, charged or assigned by the Chargor under the Debenture;

**"Content Licence Deed"** means the consent licence deed entered into between the Chargor and the Lender on or about the date of the Debenture;

**"Data Subject"** means a living individual identified in the Newsletter Database;

**"Database"** means any present and future:

- (a) collection of data, information, works or material arranged, stored and accessed by electronic means;
- (b) thesaurus, index or system or other thing necessary for obtaining or presenting information in or operating such collection; and
- (c) hard copies of information extracted from such collection,

used or owned by the Chargor;

**"Debts"** means all book and other debts and rights to money and income liquidated and unliquidated due or owing to the Chargor including the benefit of all negotiable instruments, securities, guarantees and indemnities for such debts and rights but excluding cash at bank;

**"Default"** means any event or circumstance specified in clause 6 (Default) of the Agreement upon which the Loan and all unpaid accrued interest shall become repayable on the Lender's demand;

**"Designated Account"** means an account of the Chargor with any bank which has been notified of the Lender's interest in such account and has agreed in writing not to permit withdrawals from such account except with the written consent of the Lender;

**"Dividends"** means all dividends, interest and other money payable in respect of the Investments;

**"Domain Names"** means lovemoney.com, lovemoney.co.uk or lovemoney.net (each a "Domain Name");

**"Escrow Agreement"** means any present and future source code escrow agreement relating to the Software to which the Chargor is a party;

**"Finance Documents"** has the meaning given to it in the Agreement;

**"Financial Indebtedness"** means any indebtedness of any person for or in respect of:

- (a) borrowed money;
- (b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent;
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (d) the amount of any liability in respect of lease or hire purchase contract which would, in accordance with GAAP, be treated as a finance or capital lease;
- (e) receivables sold or discounted (other than any receivables to the extent that they are sold on a non-recourse basis);
- (f) redeemable preference shares;
- (g) any amount raised under any transaction (including any forward sale or purchase agreement) having the commercial effect of borrowing;
- (h) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price;
- (i) any counter indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and
- (j) any guarantee and/or indemnity entered into by that person in relation to the indebtedness of another person which would fall within (a) to (i) above;

**"Fixed Assets"** means the assets (if any) listed in schedule 5 (each a **"Fixed Asset"**);

**"GAAP"** means generally accepted accounting principles in England and Wales;

**"Goodwill"** means the goodwill of the Business and the exclusive right for the Chargor to represent itself as carrying on the Business under the name Lovemoney.com;

**"Group"** means the Chargor and each and any of its Subsidiaries;

**"Guarantor"** means Lovemoney.com Financial Services Limited a company incorporated in England and Wales with registration number 06500894 whose registered office is at Golden House, 30 Great Pulteney Street, London W1F 9LT;

**"Intellectual Property"** means all present and future rights of the Chargor in respect of any Database or Software including patents, utility models, petty patents, trade and service marks, design rights, trade names, service names,

business names, copyrights, rights in the nature of copyright, resale rights, rental rights, lending rights, moral rights, database rights, domain names, semi-conductor topography rights, plant variety rights, know-how, rights in trade secrets and confidential information, rights protecting reputation and goodwill, rights in unfair competition or any other kind of intellectual property throughout the world for the full term of the rights concerned whether registered or unregistered and including:

- (a) any registration or application for registration, licence or permission relating to any of the foregoing;
- (b) reversions, revivals, extensions and renewals of any such rights; and
- (c) rights of action in relation to any such rights (including the right to sue for and recover damages for past infringements);

**"Investment"** means any:

- (a) stock, share, bond or any form of loan capital of or in any legal entity;
- (b) unit in any unit trust or similar scheme;
- (c) warrant or other right to acquire any such investment,

and any offer, right or benefit in respect of any such investment other than Dividends;

**"IP Licences"** means the Content Licence Deed, the Marketing and Promotion Deed and the Q&A Platform Licence Deed (each an **"IP Licence"**);

**"Licences"** means any present and future licences or consents granted to or by the Chargor in relation to:

- (a) the Database;
- (b) the Software; and
- (c) any Intellectual Property;

**"Loan"** means the amount owed by the Chargor to the Lender pursuant to the terms of the Agreement;

**"Lovemoney Brand"** means the Trade Marks and the following service marks, brand names, tag lines and logos "Have a better relationship with your money", "A personalised website that makes you richer", "lovemoney.com", "lovemoney" and the Odo logo;

**"Newsletter Database"** means the list of names and/or email addresses of subscribers to the Newsletters;

**"Newsletters"** means the newsletters known as "Big Idea" and "Inside Money";

**"Obligor"** means the Chargor or the Guarantor;

**"Permitted Disposal"** means a sale, transfer, lease or other disposal on arms length terms in the ordinary course of trading of the Chargor of any asset

other than those specifically referred to in clause 3 (Fixed Security) of the Debenture;

**"Permitted Security"** means the Security in favour of the Lender and a lien arising in the ordinary course of business by operation of law and discharged as soon as possible but in any event within 30 days;

**"Plant and Equipment"** means any fittings, plant, equipment, machinery, tools, vehicles, furniture and other tangible movable property which are not Real Property;

**"Promotion"** means the Newsletters and any and all messages, content, information, documentation and other materials proposed to be sent to any Data Subject by the Chargor in connection with the Newsletters;

**"Q&A Platform"** means the platform and related software application known as 'Q & A' available on the Site that allows users of the Site to review a list of frequently asked questions and answers to those questions;

**"Real Property"** means all freehold and leasehold property forming part of the Charged Property;

**"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;

**"Site"** means the website at [www.lovemoney.com](http://www.lovemoney.com);

**"Software"** means all present and future versions (including source code versions) of all computer programs now or in the future used or owned by the Chargor and all copies of all of the foregoing;

**"Subsidiary"** means a subsidiary (as defined in section 1159 of the Companies Act 2006) of the Chargor;

**"Trade Marks"** means each of the trade marks identified by reference numbers 2503402 and 2510375; and

**"Unenforceable"** means void, voidable, invalid, unenforceable or otherwise irrecoverable (whether or not known to the Lender or the Chargor) and **"Unenforceability"** will be construed accordingly.

## SCHEDULE 1

### *Amount secured by the mortgage or charge*

- (a) all obligations of each Obligor owed or expressed to be owed to the Lender under or in connection with the Finance Documents whether owed jointly or severally, as principal or surety or in any other capacity; and
- (b) in the case of any Obligor other than the Chargor any obligation referred to in (a) above which is or becomes Unenforceable and any cost, loss or liability which the Lender incurs as a result of any such Obligor not paying any amount expressed to be payable by it under any Finance Document on the date when it is expressed to be due;

(the "Secured Liabilities").

## SCHEDULE 2

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

#### 1. Fixed Security

As continuing security for the payment of the Secured Liabilities the Chargor with full title guarantee:

- (a) charged to the Lender by way of legal mortgage all Real Property owned by the Chargor at the date of the Debenture;
- (b) charged to the Lender by way of equitable mortgage any Real Property acquired by the Chargor after the date of the Debenture;
- (c) assigned to the Lender by way of fixed security its rights and interest in:
  - (i) any present or future right to occupy any Real Property under licence;
  - (ii) rights under any present or future contract for the purchase of any Real Property and damages payable in respect of any such contract;
- (d) assigned to the Lender by way of equitable mortgage its rights and interest in:
  - (i) the Investments listed in schedule 3 to this Form 395;
  - (ii) any Dividends in respect of the Investments listed in schedule 3 to this Form 395;
  - (iii) any other present or future Investment owned by the Chargor;
  - (iv) any Dividends in respect of any such other Investments;
- (e) charged to the Lender by way of fixed charge its rights and interest in:
  - (i) the Fixed Assets;
  - (ii) any Plant and Equipment;
  - (iii) its present and future goodwill and uncalled capital;
  - (iv) any present or future Debts owing to the Chargor;
  - (v) any money now or at any time after the date of the Debenture standing to the credit of any Account;
  - (vi) any present or future insurances in respect of any Charged Property and the proceeds of such insurances;
- (f) charged to the Lender by way of fixed charge its rights and interest in the assets listed in schedule 4 to this Form 395;
- (g) charged to the Lender by way of fixed charge its rights and interest in:



- (i) the Database;
- (ii) the Software;
- (iii) the Trade Marks;
- (iv) any Intellectual Property; and
- (v) the benefit of the Licences and Escrow Agreements,

provided that where the execution of a fixed charge over any Licence requires the consent of any other person, the Chargor undertakes to use its best endeavours to obtain such consent and forthwith upon such consent being obtained such rights will automatically become subject to the Debenture; and

- (h) assigned to the lender by way of fixed charge its rights and interest in and the benefit of each IP Licence and all agreements for the supply of goods or services entered into by the Chargor on or before the date of the Debenture and the benefit of any guarantee or security for the performance of its obligations under each IP Licence and each such agreement or document provided that if any such agreement, document, guarantee or security is expressed to be non-assignable then the Chargor charged to the Lender by way of fixed charge its interest in and the benefit of it.

## **2. Floating Security**

### **2.1 Floating charge**

As continuing security for the payment of the Secured Liabilities the Chargor charged to the Lender by way of floating charge with full title guarantee the whole of its assets to the extent that such assets are not effectively mortgaged, charged or assigned to the Lender by way of fixed security under clause 3 (Fixed Security) of the Debenture.

### **2.2 Conversion**

Subject to clause 4.3 (Moratorium under Insolvency Act) of the Debenture, the Lender may at any time by written notice to the Chargor convert the floating charge created by clause 4.1 (Floating Charge) of the Debenture into a fixed charge as regards any assets specified in the notice if:

- (a) a Default has occurred; or
- (b) in the opinion of the Lender such assets are at risk of becoming subject to any Security (other than a Permitted Security) or are otherwise at risk of ceasing to be within the ownership or control of the Chargor (otherwise than as a result of a Permitted Disposal).

### **2.3 Moratorium under Insolvency Act**

The Lender shall not be entitled to convert the floating charge created by clause 4.1 (Floating Charge) of the Debenture into a fixed charge as a result only of the Chargor obtaining a moratorium or anything done with a view to obtaining a moratorium under s. 1A of and schedule A1 to the Insolvency Act.

## **2.4 Qualifying floating charge**

Paragraph 14(2)(a) of schedule B1 to the Insolvency Act applies to the floating charge created by clause 4.1 (Floating Charge) of the Debenture which is a "qualifying floating charge" for the purpose of paragraph 14(1) of schedule B1 to the Insolvency Act.

## **3. Negative Undertakings**

### **3.1 Negative pledge**

- (a) The Chargor shall not create or permit to subsist any Security over any of the Charged Property other than a Permitted Security.
- (b) The Chargor shall not:
  - (i) sell, transfer or otherwise dispose of any of the Charged Property on terms under which it is or may be leased to or re-acquired by the Chargor or any other member of the Group;
  - (ii) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
  - (iii) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
  - (iv) enter into any other preferential arrangement having a similar effect,

in each case, in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

### **3.2 Disposals**

- (a) 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 any Charged Property.
- (b) Paragraph (a) above does not apply to a Permitted Disposal.

### **SCHEDULE 3**

#### *List of Investments*

1. 750,000 ordinary shares of £1 each in the issued share capital of the Guarantor;  
and
2. all other stocks, shares and other securities of the Guarantor now or at any time  
after the date of the Debenture owned by the Chargor including any offered by  
way of redemption, bonus, preference or option or otherwise in respect of any of  
the shares referred to in paragraph 1 above,

and all rights and benefits in respect of the assets referred to in paragraphs 1 and  
2 above other than the right to receive Dividends.

#### **SCHEDULE 4**

##### *List of assets*

1. The Goodwill;
2. the Lovemoney Brand;
3. each Domain Name;
4. the content of the Site sold to the Borrower on the terms of the APA;
5. the Intellectual Property in the version of the Q&A Platform available on the Site at the date of the APA; and
6. the platform on the Site used to deliver the Newsletters and/or any Promotion and any Intellectual Property and goodwill in the Newsletters and/or any Promotion.



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

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

COMPANY NO. 6824947  
CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 1  
SEPTEMBER 2009 AND CREATED BY LOVEMONEY.COM  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM EACH OBLIGOR TO THE MOTLEY FOOL LIMITED  
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 18  
SEPTEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 SEPTEMBER  
2009



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES