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CHFP025

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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.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

3111

03912960

Name of company

* Freetargets com Limited

Date of creation of the charge

24 October 2008

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

Composite Guarantee and Debenture

Amount secured by the mortgage or charge

1 All moneys (in whatever currency), obligations and liabilities which are from time to time due, owing or incurred by the Company to the Security Trustee and/or the Beneficiaries whether actually or contingently, solely or jointly and whether as principal or surety, including interest (as well as after as before judgment), commission and other fees and charges at the rates and on the terms agreed between the Company and the Beneficiaries and/or the Security Trustee from time to time,

2 Expenses and all amounts owing in respect of Indemnified Events, and

3 in each case, interest at the rate agreed between the Company and the Security Trustee from the date the same are incurred to the date of payment in full compounded monthly

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

Bell Holdings Limited ("Security Trustee") a company registered in the Isle of Man (company number 49983C), 1 Circular Road, Douglas, Isle of Man

Postcode IS1 1SB

Presentor's name address and
reference (if any)
HBJ Gateley Wareing LLP
One Eleven
Edmund Street
Birmingham
B3 2HJ

JMD/3331070/50877 013/CEH

Time critical reference

For official Use (06/2005)
Mortgage Section

Post room

WEDNESDAY



ALW384KQ

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05/11/2008

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

The Company with full title guarantee charges to the Security Trustee (as security trustee for themselves and for the Beneficiaries) by way of fixed charge

- 1 any freehold or leasehold property now and in the future owned by the Company or in which the Company may have an interest,
 - 2 all buildings, fixtures and fittings (including trade fixtures and fittings) from time to time in, on or attached to the Company's freehold or leasehold property,
 - 3 all plant and machinery and other equipment of the Company and all spare parts, replacements, modifications and additions for or to such Equipment and the benefit of all manuals, instructions, warranties and maintenance agreements relating to such Equipment,
 - 4 any other plant, machinery, vehicles, computer equipment, furniture, tools and other equipment not disposed of in the ordinary course of the Company's business and all spare parts, replacements, modifications and additions for or to such Equipment and the benefit of all manuals, instructions, warranties and maintenance agreements relating to such Equipment,
 - 5 all Book Debts,
 - 6 all Book Debts required by the Security Trustee to be paid into a Nominated Account and all cash in respect of such Book Debts,
 - 7 any credit balance on any Nominated Account,
 - 8 the Company's goodwill and uncalled capital present and future,
- (see continuation sheet)

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed HBT Hntley Waring Ltd Date 4 November 2008

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

**Particulars of a mortgage or charge
(continued)**

CHFP025

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Continuation sheet No 1
to Form No 395 and 410 (Scot)

*Please complete
legibly, preferably
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bold block lettering*

Company Number

03912960

Name of Company

Freetargets com

Limited*

* delete if
inappropriate

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

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

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

*Please complete
legibly, preferably
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bold block lettering*

9 the Company's Intellectual Property from time to time not disposed of in the ordinary course of the Company's business,

10 all Securities from time to time owned by the Company or in which the Company has an interest,

11 all loan capital, indebtedness or liabilities on any account or in any manner owing to the Company from any Subsidiary of the Company or a member of the Company's Group, and

12 all of the Company's rights and claims (including to the return of premiums) under all insurance policies in which the Company has an interest from time to time

By way of floating charge, all of the Company's property, assets and rights from time to time not subject to a fixed charge under this Deed (including any property or assets situated in Scotland)

("the Charged Assets")

Negative Pledge

The Company shall not, except with the prior written consent of the Security Trustee -

1 create or permit to subsist in favour of any person other than the Security Trustee, any Security Interest on the Charged Assets, except for any Permitted Security Interest,

2 Dispose or agree to Dispose of any of the Charged Assets by way of fixed charge,

3 Dispose of any Charged Assets charged by way of floating charge other than for market value in the ordinary course of business

Definitions

"Bank" means HSBC Bank plc or such other bank or the Security Trustee may from time to time select,

"Beneficiaries" means (i) the Security Trustee; and (ii) the Lenders,

"Book Debts" means all book debts, revenues and claims whether actually or contingently due or owing to the Company both present and future and including all choses in action which may give rise to a debt, revenue or claim and any security held by the Company for such debt, revenue or claim and any other rights relating thereto, such as, reservation of title or an unpaid vendor's lien,

"Dispose" or "Disposal" includes sale, transfer, lease, licence, or parting with possession or granting any interest in,

"Equipment" means any plant, machinery and/or other equipment charged to the Security Trustee by the Debenture,

"Expenses" means those fees, cost, charges and expenses covenanted to be paid by the Company in Clause 14.1 of the Debenture,

"Indemnified Events" means the matters and events in respect of which the Company is liable to indemnify or reimburse the Security Trustee, including those referred to in Clauses 5.4 and 14 of the Debenture,

"Intellectual Property" means all patents (including applications, improvements, extensions and rights to apply for any patents), design rights, trade marks and service marks (whether registered or unregistered) and applications for the same, copyright, trade, brand, domain and business names, know how, confidential information, trade secrets, databases and computer software programs and systems and all other intellectual or intangible property (including the benefit of any licences or consents relating to any of the above) and all fees, royalties or other rights derived there from or incidental thereto in any part of the world,

"Lenders" means Bell Holdings Limited, 1 Circular Road, Douglas, Isle of Man, IS1 1SB, Joe Roxburgh of Hill Rise, Leys Lane, Meriden, West Midlands, CV7 7LQ, Brian Androlia of Draycott House, Kempsey, Worcester, WR5 3NY, Attendus Treuhandgesellschaft of PO Box 1551, Bahn Hofstrasse 12, 6301 Zug, Switzerland, Michael Hurney of 148 Streetley Lane, Four Oaks, Sutton Coldfield, B74 4TD, Jeffrey Cooper of 17 Hollyhill Road, Shenstone, Lichfield, Staffordshire, Richard Kendle of Stidulph Mead, Seal, Sevenoaks, Kent, TN15 8AG, Matt Chambers of 18 Colleshill Road, Sutton Coldfield, B75 7AA and Paul Raven of 8 The Hollows, Bessacar, Doncaster, DN4 7PP,

"Nominated Account" means any account opened pursuant to clause 5.1.40 of the Debenture,

"Permitted Security Interest" means any lien arising by operation of law in the ordinary course of trading over property other than land,

"Securities" means all shares, bonds and securities (including warrants and options to acquire or subscribe for any of the same) whether marketable or not, held by the Company now or at any time in the future and all rights and benefits at any time accruing, offered or arising in respect of the same and all money or property accruing or offered at any time by way of dividend, distribution, conversion, redemption, bonus, preference, option, interest or otherwise in respect of them,

"Security Interest" means any mortgage, charge, pledge, trust, assignment by way of security, hypothecation, lien or any other arrangement for the purpose of or having a similar effect to creating security or any title retention rights or any set off rights created by agreement,

"Security Trustee" means Bell Holdings Limited and its successors in title as security trustee for the Beneficiaries



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 3912960
CHARGE NO. 3

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND
DEBENTURE DATED 24 OCTOBER 2008 AND CREATED BY
FREETARGETS.COM LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM THE COMPANY TO THE
SECURITY TRUSTEE AND/OR THE BENEFICIARIES 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 5 NOVEMBER
2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 NOVEMBER
2008

