

# M

CHFP004

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.

238630/78.  
**395**

Please do not  
write in  
this margin

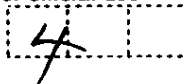
Please complete  
legibly, preferably  
in black type, or  
bold block lettering

\*Insert full name  
of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use



Company number

5524029

Name of company

Equidebt Holdings Limited (the "Company")

Date of creation of the charge

11 August 2009

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

Supplemental Deed of Assignment dated 11 August 2009 between (1) Equidebt Holdings Limited, Equidebt Limited, Sine Qua Non Services Limited, Credit Ancillary Services Limited, Credit Helpline Limited and Speed 8758 Limited (the "Assignors"), and (2) Lloyds TSB Bank plc (the "Security Trustee") (the "Supplemental Deed of Assignment").

Amount secured by the mortgage or charge

All present and future moneys, obligations and liabilities, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever, owed by any Company to the Finance Parties under or in connection with the Finance Documents and shall include interest on the above from the date of demand until the date of payment in full (as well after as before judgement) calculated on a daily basis at the rate determined in accordance with Clause 10.3 (*Default Interest*) of the Facilities Agreement or, in the absence of any such agreement, at the rate of one per cent per annum above the Security Trustee's Rate (the "Secured Obligations").

Please see short particulars for further defined terms.

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

Lloyds TSB Bank plc of 25 Gresham Street, London (the "Security Trustee")

Postcode

EC2V 7HN

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

Eversheds LLP  
115 Colmore Row  
Birmingham  
B3 3AL

Our Ref: DAVIESRT - Bircorp/1434951/1

Time critical reference

For official Use  
Mortgage Section

Post room

WEDNESDAY



\*ABQ2BCJJ\*

A41

19/08/2009

115

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

#### SECURITY ASSIGNMENT

By Clause 3 of the Supplemental Deed of Assignment (*Security Assignment*) the Company with full title guarantee assigned to the Security Trustee as continuing security for the payment and discharge of the Secured Obligations all of its rights, title, interest and benefit from time to time (if any) in and to the Debt Purchase Contracts.

#### REPRESENTATIONS, UNDERTAKINGS AND COVENANTS

By Clause 5.2 of the Supplemental Deed of Assignment (*Representations, Undertakings and Covenants of the Assignors*) the Company agreed that:

(i) it shall not, without the prior written consent of the Security Trustee (not to be unreasonably withheld or delayed), at any time after an Event of Default is continuing amend or waive any material term of any Debt Purchase Contract, terminate any Debt Purchase Contract or release any other party from its obligations under any Debt Purchase Contract; and

(ii) it shall duly perform its obligations under each Debt Purchase Contract to which it is party, notify the Security Trustee of any material default by it or any other party under any Debt Purchase Contract and will not take any action which would materially reduce or impede recoveries in respect of any Debt Purchase Contract.

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

A fee of £13 is  
payable to  
Companies House  
in respect of each  
register entry for a  
mortgage or  
charge.  
(See Note 5)

Signed

*Eversheds LLP*

Date

*17 August 2009*

On behalf of [company]]†

#### 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 this;
  - (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 are to be made payable to **Companies House**
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ, DX: 33050 Cardiff

**COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot) (Cont.)**

Please do not  
write in this  
binding margin

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

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

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

Company number

5524029

Name of Company

Equidebt Holdings Limited (the "Company")

\*delete if  
inappropriate

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

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

Please do not  
write in this  
binding margin

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

Please do not  
write in this  
binding margin

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

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

**NEGATIVE PLEDGE**

By Clause 4 of the Debenture (*Negative Pledge*), which is incorporated into the Supplemental Deed of Assignment, the Assignors agreed:

(i) that they would not create or permit to subsist any security over any of the Charged Property, other than as permitted under any Finance Document; and

(ii) that they would not enter into a single transaction or a series of transactions to sell, discount, factor, transfer, assign, lease, lend or otherwise dispose of the Charged Property other than as permitted under any Finance Document.

**Definitions**

Each defined term in this form 395 shall have the following meaning:

**"Charged Property"** means all the assets of an Assignor which from time to time are the subject of the security created or expressed to be created in favour of the Security by or pursuant to the Debenture;

**"Debenture"** means the debenture dated 6 December 2007 between (1) the Assignors and (2) the Security Trustee pursuant to which the Assignors charged by way of fixed and floating charges all or substantially all of its assets to the Security Trustee in order to secure the payment of all monies and liabilities covenanted to be paid or discharged in the Debenture;

**"Debt Purchase Contracts"** means the debt purchase contracts listed in Schedule 2 of the Supplemental Deed of Assignment;

**"Event of Default"** means any event or circumstance specified as such in clause 24 (*Events of Default*) of the Facilities Agreement;

**"Facilities Agreement"** means the senior revolving facilities agreement dated 6 December 2007 between (1) Equidebt Holdings Limited and others, (2) Lloyds TSB Bank PLC and KBC Bank NV (as Arrangers), (3) Lloyds TSB Bank plc and others (as Original Lenders), (4) Lloyds TSB Bank plc (as Agent), (5) Lloyds TSB Bank plc (as Security Trustee), and (6) Lloyds TSB Bank plc and KBC Bank NV (as Bookrunners) as from time to time amended, varied, supplemented, extended or replaced;

**"Finance Documents"** means the Facilities Agreement, any Accession Letter, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, the Cost Indemnity, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request (each as defined in the Facilities Agreement), and any other document designated a "Finance Document" by the Agent and Equidebt Holdings Limited;

**"Finance Parties"** means the Arrangers, the Lenders, the Agent, the Security Trustee, the Hedge Counterparties (as defined in the Facilities Agreement) and each successor or assignee thereof which is party to or has acceded to the Security Trust Deed in accordance with its terms.

**"Security Trustee's Rate"** means, in respect of a particular day and a particular sum, the rate per annum at which the Security Trustee offered deposits in Dollars in the amount of such sum for a one month period to prime banks in the London interbank market at or about 11.00a.m. (London time) on such day.

**"Security Trust Deed"** means the deed dated 6 December 2007 between the Finance Parties.



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

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

**COMPANY NO. 5524029  
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SUPPLEMENTAL DEED OF  
ASSIGNMENT DATED 11 AUGUST 2009 AND CREATED BY  
EQUIDEBT HOLDINGS LIMITED FOR SECURING ALL MONIES  
DUE OR TO BECOME DUE FROM ANY COMPANY TO THE  
FINANCE PARTIES 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 19 AUGUST 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 AUGUST 2009

80  
85



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES