

MG01

Particulars of a mortgage or charge



010824-13

A fee is payable with this form.
We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

What this form is for
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

What this form is NOT for
You cannot use this form
particulars of a charge for
company. To do this, please
use form MG01s

MONDAY



LD3 *L6EU5VCB* 5
27/06/2011
COMPANIES HOUSE

1 Company details

Company number	0	4	6	1	0	7	2	7
Company name in full	ThinkSmart Europe Limited ("Mortgagor")							

For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation	d1	d0	m0	m6	y2	y0	y1	y1
------------------	----	----	----	----	----	----	----	----

3 Description

Description	Please give a description of the instrument (if any) creating or evidencing the charge, e.g 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'.
Description	Equitable Mortgage of Shares dated 10 June 2011 between the Mortgagor and the Security Trustee (as defined below) (the "Equitable Mortgage")

4 Amount secured

Amount secured	Please give us details of the amount secured by the mortgage or charge.
Amount secured	The Secured Money (as defined below). Secured Money means all money which at any time; for any reason or circumstance in connection with the Finance Documents (including transactions in connection with them) (other than liabilities under any Funding Programme and Permitted Securitisation apart from the Performance Guarantee); whether arising under law or otherwise howsoever (including liquidated or unliquidated damages for default or breach of any obligation), See continuation page.

Continuation page
Please use a continuation page if
you need to enter more details

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4	Amount secured
	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p>and whether or not of a type within the contemplation of the parties at the date of any such Finance Document:</p> <ul style="list-style-type: none">(a) an Obligor is or may become actually or contingently liable to pay to a beneficiary, or(b) the Beneficiary has advanced or paid on an Obligor's behalf or at an Obligor's express or implied request, or(c) the Beneficiary is liable to pay by reason of any act or omission on an Obligor's part or that a Beneficiary has paid or advanced in protecting or maintaining the Secured Property or a Security Document following an act or omission on an Obligor's part, or(d) an Obligor would have been liable to pay to the Beneficiary but the amount remains unpaid by reason of the Obligor's Insolvency. <p>This definition applies.</p> <ul style="list-style-type: none">(1) irrespective of the capacity in which an Obligor or a Beneficiary became entitled to, or liable in respect of, the amount concerned;(11) whether an Obligor or a Beneficiary is liable as principal debtor, as surety, or otherwise;(111) whether an Obligor is liable alone, or together with another person,(1v) even if an Obligor owes an amount or obligation to, or for the account of, a Beneficiary because it was assigned to a Beneficiary, whether or not:<ul style="list-style-type: none">(A) the assignment was before, at the same time as, or after the date of a Finance Document, or(B) the Obligor consented to or was aware of the assignment; or(C) the assigned obligation was secured or guaranteed before the assignment,(v) even if a Finance Document was assigned to a Beneficiary, whether or not:<ul style="list-style-type: none">(A) an Obligor consented to or was aware of the assignment, or(B) any of the Secured Money was previously secured or guaranteed; or(v1) if an Obligor is a trustee, whether or not it has a right of indemnity from the trust fund

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page
Please use a continuation page if you need to enter more details

Name Westpac Banking Corporation ("Security Trustee")

Address Camomile Court, 23 Camomile Street

London

Postcode E C 3 A 7 L L

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page
Please use a continuation page if you need to enter more details

Short particulars Please see continuation page.

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6	Short particulars of all the property mortgaged or charged																				
	Please give the short particulars of the property mortgaged or charged																				
Short particulars	<p>The Secured Property (as defined below)</p> <p>Future Security means all the Mortgagor's right, title and interest in any Shares issued by an Issuer which, after the date of this deed, become owned beneficially by the Mortgagor or by anyone (including a trustee, nominee, broker or agent) for the Mortgagor.</p> <p>New Rights means</p> <ul style="list-style-type: none"> (a) the Mortgagor's right, title and interest in all money, dividends, interest, allotments, offers, benefits, privileges, rights, bonuses, Shares, stock, debentures, distributions or rights to take up securities, (b) the Mortgagor's rights as a result of any conversion, redemption, cancellation, reclassification, forfeiture, consolidation or subdivision, and (c) the Mortgagor's rights as a result of any reduction of capital, liquidation or scheme of arrangement, <p>in connection with the Present Security or the Future Security</p> <p>Present Security means the Mortgagor's right, title and interest in the following Shares</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Issuer</th> <th style="text-align: left;">Identification number</th> <th style="text-align: left;">Quantity</th> <th style="text-align: left;">Class</th> </tr> </thead> <tbody> <tr> <td>RentSmart Limited</td> <td>3</td> <td>700,000</td> <td>A Preference</td> </tr> <tr> <td>RentSmart Limited</td> <td>1</td> <td>50,000</td> <td>Ordinary A</td> </tr> <tr> <td>RentSmart Limited</td> <td>4</td> <td>1,950,000</td> <td>B Preference</td> </tr> <tr> <td>RentSmart Limited</td> <td>2</td> <td>50,000</td> <td>Ordinary B</td> </tr> </tbody> </table> <p>Mortgage</p> <p>The Mortgagor.</p> <ul style="list-style-type: none"> (a) mortgages to the Security Trustee the Present Security by way of first equitable mortgage, and (b) mortgages to the Security Trustee the New Rights existing at the date of this deed with respect to the Present Security by way of first equitable mortgage, and (c) agrees to mortgage to the Security Trustee, when acquired by the Mortgagor, the Future Security, and (d) agrees to mortgage to the Security Trustee, when acquired by the Mortgagor, the New Rights which arise after the date of this deed, <p>for the purpose of securing payment of the Secured Money</p>	Issuer	Identification number	Quantity	Class	RentSmart Limited	3	700,000	A Preference	RentSmart Limited	1	50,000	Ordinary A	RentSmart Limited	4	1,950,000	B Preference	RentSmart Limited	2	50,000	Ordinary B
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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Restricted dealings</p> <p>Without the consent of the Security Trustee, the Mortgagor may not, and may not agree, attempt or take any step to, do any of the following</p> <ul style="list-style-type: none">(a) create or allow to exist another Encumbrance over the Secured Property, other than any Permitted Encumbrance, or(b) dispose of the Secured Property other than any Permitted Disposal, or(c) waive any of the Mortgagor's rights or release any person from its obligations in connection with the Secured Property, or(d) abandon, settle, compromise or discontinue or become nonsuited in respect of proceedings against any person (other than the Security Trustee) in connection with the Secured Property, or(e) assign or otherwise deal with the Secured Property, this deed or any interest in them, or allow any interest in them to arise or be varied, or(f) take any action that will operate to convert a Certificated Share into an Uncertificated Share. <p>Further steps</p> <p>The Mortgagor agrees to do anything the Security Trustee asks (such as obtaining consents, signing and producing documents, producing receipts and getting documents completed and signed) to</p> <ul style="list-style-type: none">(a) provide more effective security over the Secured Property for payment of the Secured Money, or(b) enable the Security Trustee to register this deed with the priority required by the Security Trustee, or(c) enable the Security Trustee to exercise the Security Trustee's rights in connection with the Secured Property, or(d) bind the Mortgagor and any other person intended to be bound under this deed, or(e) show whether the Mortgagor is complying with this deed	

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Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

Nil

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Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

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Signature

Please sign the form here

Signature

Signature

X  X

This form must be signed by a person with an interest in the registration of the charge

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Louise Millard

Company name Mallesons Stephen Jaques

Address 10 Old Broad Street

Post town London

County/Region

Postcode

E	C	2	N		1	D	W
---	---	---	---	--	---	---	---

Country United Kingdom

DX

Telephone 020 7496 1700

Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.

Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

- The company name and number match the information held on the public Register
- You have included the original deed with this form
- You have entered the date the charge was created.
- You have supplied the description of the instrument
- You have given details of the amount secured by the mortgagee or chargee
- You have given details of the mortgagee(s) or person(s) entitled to the charge
- You have entered the short particulars of all the property mortgaged or charged
- You have signed the form
- You have enclosed the correct fee

Important information

Please note that all information on this form will appear on the public record.

How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'

Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland.
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



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

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 4610727
CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN EQUITABLE MORTGAGE DATED
10 JUNE 2011 AND CREATED BY THINKSMART EUROPE
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM AN OBLIGOR TO THE BENEFICIARY ON ANY
ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 27 JUNE 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29 JUNE 2011

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES