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legibly, preferably  
in black type, or  
bold block lettering

\*insert full name  
of Company

**COMPANIES FORM No. 395**

**Particulars of a mortgage or charge**

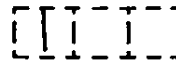
**A fee of £13 is payable to Companies House in respect  
of each register entry for a mortgage or charge.**

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



06593055

Name of company

\* Moneyquest Mortgage Brokers Limited (the "Company")

Date of creation of the charge

18 July 2008

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

Debenture (the "Debenture")

Amount secured by the mortgage or charge

see addendum 1/2

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

Shepherd Direct Limited (company number 06055271) whose registered office  
is at 44 Castle Gate, Nottingham (the "Chargee")

Postcode NG1 7BJ

Presentor's name address and  
reference (if any)

Browne Jacobson LLP  
44 Castle Gate  
Nottingham

NG1 7BJ

For official Use (02/00)  
Mortgage Section

Post room

WEDNESDAY



A43

\*AYM9S21Y\*

06/08/2008

COMPANIES HOUSE

142

Time critical reference

Short particulars of all the property mortgaged or charged

see addendum 2/2

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Particulars as to commission allowance or discount (note 3)

Nil

Signed Bruce Jackson CLP

Date 5 August 08

On behalf of ~~XXXXXXXXXXXX~~ [chargee] †

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

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 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**.

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

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

*Please complete  
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Company Number

06593055

Name of Company

Moneyquest Mortgage Brokers Limited (the "Company")

~~XXXXXX~~

\* delete if  
inappropriate

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

Addendum 1/2

All moneys obligations and liabilities (whether present or future actual or contingent) which may now or at any time hereafter be or become due owing or incurred by the Company to the Chargee on any account or otherwise howsoever (whether solely or jointly with any other person and whether as principal or surety) and whether or not the Chargee shall have been an original party to the relevant transaction, including interest discount commission and other lawful charges or expenses so that interest shall be calculated as well after as before demand made or judgement obtained hereunder

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

*Please complete  
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Addendum 2/2

The Company with full title guarantee and as a continuing security charges with the payment or discharge of all moneys, obligations and liabilities hereby covenanted to be paid or discharged by the Company

*Please complete  
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bold block lettering*

1 by way of legal mortgage all estates or interests in any freehold, leasehold or other immovable property referred to in the schedule of the Debenture together with all buildings, trade and other fixtures plant and machinery of the Company from time to time therein (the "Legally Mortgaged Property") and the proceeds of sale thereof,

2 by way of fixed charge all estates or interests in any freehold and leasehold property (except the Legally Mortgaged Property) now or at any time hereafter belonging to the Company together with all buildings, trade and other fixed plant and machinery of the Company from time to time therein (the "Equitable Charged Property") and the proceeds of sale thereof;

3. by way of fixed charge all the goodwill and uncalled capital for the time being of the Company,

4. by way of fixed charge all stocks and shares and other securities now or hereafter owned (whether at law or in equity) by the Company and all rights and interests of the Company in and claims under all policies of insurance and assurance now or hereafter held by or insuring to the benefit of the Company,

5 by way of fixed charge all patents, trade marks, patent applications, brand names, service marks, copyrights, rights in the nature of copyright, design rights, registered designs and other intellectual property rights and agreements relating to the use by the Company of patents and trade marks to which the Company is now or may hereafter become entitled and all agreements under which the Company is now or may become entitled to the payment of any royalty fee or similar income,

6 by way of fixed charge all book and other debts of the Company whether now or hereafter existing and whether presently payable or hereafter falling due for payment and all rights and claims of the Company against third parties now or hereafter existing and capable of being satisfied by the payment of money (save as charged under paragraph 4 above), and

7 by way of floating charge its undertaking and all its property assets and rights whatsoever and wheresoever present and/or future including those for the time being charged by way of fixed charge pursuant to the foregoing paragraphs if and to the extent that such charges as aforesaid shall fail as fixed charges but without prejudice to any specific charges as shall continue to be effective.

Negative Covenants

The Company covenants with the Chargee that it will not without the prior consent in writing of the Chargee

(i) create or attempt to create or permit to subsist any mortgage, charge, lien, hypothecation or pledge or any other security interests, any arrangement or segregation of assets for the purpose of providing security or any other type of preferential arrangement (including without limitation title transfer and retention arrangements) having a similar effect over all or any part of its present or future property, assets or revenues,

(ii) part with possession of, sell, transfer, lend, lease, licence or otherwise dispose of (or agree to do so) whether by a single transaction or by a number of transactions, whether related or not, the whole or any part of its assets (other than sales of stock in the ordinary course of trading at not less than market value) or revenues, or

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## Particulars of a mortgage or charge (continued)

Please do not  
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Continuation sheet No 2  
to Form No 395 and 410 (Scot)

*Please complete  
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Company Number

06593055

Name of Company

Moneyquest Mortgage Brokers Limited (the "Company")

~~XXXXXX~~

\* delete if  
inappropriate

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

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

*Please complete  
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Addendum 2/2 continued

(iii) dispose of the equity of redemption in respect of any of the property, undertaking or assets charged under the Debenture

If, notwithstanding the terms of paragraphs (i) to (iii) above, the Company creates an encumbrance over any of the property or assets charged hereunder or attempts to do so without the prior consent in writing of the Chargee then the floating charge created by the Debenture over such property or assets shall automatically without notice operate as a fixed charge immediately if such event occurs

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

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

**COMPANY NO. 6593055  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 18 JULY 2008  
AND CREATED BY MONEYQUEST MORTGAGE BROKERS  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY TO SHEPHERD DIRECT LIMITED ON  
ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT  
TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE  
6 AUGUST 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 AUGUST 2008

*P. S. O.*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES