

MG01

Particulars of a mortgage or charge



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 to
particulars of a charge for a
company. To do this, please
form MG01s

FRIDAY



A717YXST

A15

23/09/2011

104

COMPANIES HOUSE

1 Company details

Company number 0 7 3 1 0 0 5 9

Company name in full Moneyplus Group Limited (the "Security Obligor")

6 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 d6 m0 m9 y2 y0 y1 y1

3 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 Comoposite guarantee and debenture between (1) the companies named
therein as Security Obligors (including the Security Obligor) and (2) PNC
Business Credit, a trading style of PNC Financial Services UK Limited (the
"Debenture")

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured All present and future obligations and liabilities
(whether actual or contingent and whether owed jointly
or severally or alone or in any other capacity
whatsoever) of any member of the Group to PNC under or
pursuant to any Finance Document (including all monies
covenanted to be paid under the Debenture) (the "Secured
Obligations")

Continuation page

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

10

MG01

Particulars of a mortgage or charge

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	PNC Financial Services UK Ltd (07341483) ("PNC")		
Address	8-14 The Broadway, Haywards Heath		
	West Sussex		
Postcode	R H 1 6 3 A P		
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	See continuation page.		

MG01

Particulars of a mortgage or charge

7 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

8 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)

9 Signature

Please sign the form here

Signature

Signature

X Squire Sanders & Dempsey (UK) LLP X

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

MG01

Particulars of a mortgage or charge



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 Lauren Priest-Stephens

Company name Squire, Sanders & Dempsey
(UK) LLP

Address 7 Devonshire Square

Post town London

County/Region

Postcode

E	C	2	M		4	Y	H
---	---	---	---	--	---	---	---

Country England

DX 136548 Bishopsgate 2

Telephone +44 (0)20 7500 1000



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

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

SHORT PARTICULARS

1. FIXED SECURITY

1 1 Fixed charges

The Security Obligor charged and agreed to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest

- (a) by way of first legal mortgage the Specified Real Property,
- (b) by way of first fixed charge
 - (1) all Real Property and all interests in Real Property not charged by clause 5 1(a) of the Debenture),
 - (11) all licences to enter upon or use land and the benefit of all other agreements relating to land, and
 - (111) the proceeds of sale of all Real Property other than Specified Real Property,
- (c) by way of first fixed charge all Specified P&M,
- (d) by way of first fixed charge the benefit of all contracts, licences and warranties relating to the Specified P&M,
- (e) by way of first fixed charge all P&M (not charged by clauses 5 1(a), 5 1(b) or 5.1(c) of the Debenture) and the benefit of all contracts, licences and warranties relating to the same,
- (f) by way of first fixed charge
 - (1) all computers, vehicles, office equipment and other equipment (not charged by clause 5 1(c) of the Debenture); and
 - (11) the benefit of all contracts, licences and warranties relating to the same,

other than any which are for the time being part of any Security Obligor's inventory,
- (g) by way of first fixed charge the Charged Securities,
- (h) by way of first fixed charge all Securities Rights from time to time accruing to the Charged Securities,
- (i) by way of first fixed charge all rights which the Security Obligor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Securities,
- (j) by way of first fixed charge all Securities (not charged by clause 5 1(g) of the Debenture),
- (k) by way of first fixed charge (A) all Securities Rights from time to time accruing to those Securities and (B) all rights which such Security Obligor may have at any time against any clearance or settlement system or any custodian in respect of any Securities,
- (l) in respect of the Obligor only, by way of first fixed charge all A/R

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- and their proceeds now or in the future owing to the Obligor,
- (m) in respect of the Obligor only, by way of first fixed charge all Related Rights relating to any A/R,
 - (n) In respect of the Obligor only, by way of first fixed charge all in its interests, rights and receipts in respect of moneys at any time standing to the credit of its Collections Account or Collections Accounts,
 - (o) By way of first fixed charge all moneys at any time standing to the credit of any of its other bank accounts, but not, for the avoidance of doubt, any Client Monies,
 - (p) the benefit of all present and future licences, consents and authorisations held in connection with its business or the use of any Security Asset and the right to recover and receive all compensation which may be payable in respect of them;
 - (q) all other rights, money or property accruing or payable to it, whether now or in the future, under or by virtue of a Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by way of fixed charge under the provisions of the Debenture
 - (r) in respect of the Obligor only, by way of first fixed charge all Proceeds,
 - (s) by way of first fixed charge the Intellectual Property (if any) specified in part 4 of schedule 3 of the Debenture (Details of Security Assets),
 - (t) by way of first fixed charge all Intellectual Property (if any) not charged by clause 5 1(q) of the Debenture,
 - (u) to the extent that any Assigned Asset is not effectively assigned under clause 5 2 of the Debenture (Security assignments), by way of first fixed charge, such Assigned Asset,
 - (v) by way of first fixed charge (to the extent not otherwise charged or assigned in the Debenture)
 - a) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of such Security Obligor or the use of any of its assets, and
 - b) any letter of credit issued in favour of such Security Obligor and all bills of exchange and other negotiable instruments held by it, and
 - (w) by way of first fixed charge all of the goodwill and uncalled capital of such Security Obligor

1 2 Security assignments

The Security Obligor assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all its present and future right, title and interest in and to.

MG01 - continuation page
Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(a) the proceeds of the sale of any Specified Real Property,</p> <p>(b) the proceeds of the sale of any Specified P&M,</p> <p>(c) the proceeds of the sale of any Charged Securities,</p> <p>(d) the proceeds of the sale of any Intellectual Property specified in part 4 of schedule 3 of the Debenture (Details of Security Assets),</p> <p>(e) the Inventory Insurances, all claims under the Inventory Insurances and the proceeds of the Inventory Insurances,</p> <p>(f) the P&M Insurances, all claims under the P&M Insurances and the proceeds of the P&M Insurances,</p> <p>(g) the Real Property Insurances, all claims under the Real Property Insurances and the proceeds of the Real Property Insurances,</p> <p>(h) the Insurances, all claims under the Insurances and all proceeds of the Insurances,</p> <p>(i) Other Receivables (not assigned under clauses 5 2(a) to 5 2(h) (inclusive) of the Debenture), and</p> <p>(j) all Debt Management Agreements.</p> <p>To the extent that any Assigned Asset described in clauses 5 2(a) to 5 2(j) of the Debenture inclusive is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of such Security Obligor to any proceeds of an Assigned Asset</p>	
2	<p>FLOATING CHARGE</p> <p>The Security Obligor charged and agreed to charge by way of first floating charge all of its present and future</p> <p>(a) assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 5 1 (Fixed charges), clause 5 2 (Security assignments) or any other provision of the Debenture, and</p> <p>(b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland</p>	
3	<p>CONTINUING SECURITY</p> <p>The Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part The Debenture shall remain in full force and effect as a continuing security for the duration of the Security Period</p>	
4	<p>FURTHER ASSURANCES</p>	
4 1	<p>Further action</p> <p>Each Security Obligor shall, at its own expense, promptly take whatever action PNC or a Receiver may require for</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="325 376 1046 409">Please give the short particulars of the property mortgaged or charged</p> <div data-bbox="427 472 1501 645"> <p>(a) creating, perfecting or protecting the Security Interests intended to be created by the Debenture, and</p> <p>(b) facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable by PNC or any Receiver or any of its or his delegates or sub-delegates in respect of any Security Asset,</p> </div> <p data-bbox="427 678 1490 775">including the execution of any transfer, conveyance, assignment or assurance of any property whether to PNC or to its nominees, the giving of any notice, order or direction and the making of any registration which in any such case PNC may think expedient</p> <p data-bbox="325 801 671 831">4 2 Specific security</p> <p data-bbox="427 857 1501 1028">Without prejudice to the generality of clause 21 1 of the Debenture (Further action), each Security Obligor shall at the request of PNC execute a legal mortgage, charge, assignment, assignation or other security over any Security Asset which is subject to or intended to be subject to any fixed security created by the Debenture in favour of PNC (including any arising or intended to arise pursuant to clause 7 of the Debenture (Conversion of floating charge)) in such form as PNC may require</p> <p data-bbox="325 1055 644 1084">5 NEGATIVE PLEDGE</p> <p data-bbox="427 1111 1501 1187">No Security Obligor shall create or permit to subsist any Security Interest on any Security Assets except a Security Interest which is permitted by the Master Facilities Agreement without the prior written consent of PNC</p> <p data-bbox="847 1272 1002 1296" style="text-align: center;"><u>DEFINITIONS</u></p> <p data-bbox="325 1323 1513 1420">"A/R" means any fee payable to the Obligor in accordance with a Debt Solution Agreement (including any applicable Tax payable by the Debtor to the Obligor), and where the context so admits shall include a part of such fees (but excluding Excluded A/R and, for the avoidance of doubt, excluding any Client Monies),</p> <p data-bbox="325 1453 1513 1550">"ABL Insurances" means Inventory Insurances, P&M Insurances and Real Property Insurances and "ABL Insurance" means any policy of insurance falling within any of the definitions of Inventory Insurances, P&M Insurances and Real Property Insurances,</p> <p data-bbox="325 1583 1485 1637">"Assigned Assets" means the Security Assets expressed to be assigned pursuant to clause 5 2 of the Debenture (Security assignments),</p> <p data-bbox="325 1671 1513 1715">"Charged Securities" means the Securities specified in part 3 of schedule 3 of the Debenture (Details of Security Assets),</p> <p data-bbox="325 1749 1453 1845">"Client Monies" means any and all amounts paid over by a Debtor to the Obligor under a Debt Solution Agreement which are the property of the Debtor for distribution to his creditors and which the Obligor is required to keep in a client account or otherwise hold on trust for the Debtor,</p> <p data-bbox="325 1879 1513 1975">"Collateral" means, in relation to the Obligor and any Security Obligor, all property and assets, whether real or personal, tangible or intangible, in which the Obligor and/or any Security Obligor may, at any time, have any right, title or interest,</p>

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="331 405 1031 434">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="331 499 1374 546">"Collections Account" has the meaning given to it in the Master Facilities Agreement;</p> <p data-bbox="331 580 1485 676">"Covenants Compliance Letter" means a letter issued by the Obligor to PNC pursuant to condition 10(c) (Covenants compliance letter) of schedule 1 of the Master Facilities Agreement in the form set out in Schedule 10 of the Master Facilities Agreement (Form of Covenants Compliance Letter),</p> <p data-bbox="331 710 1485 900">"Debt Management Agreement" means a contract made between the Obligor and a Debtor, relating to the consolidation and management of that Debtor's outstanding indebtedness to third parties (such contract to be in the form approved by PNC on or before the date of the Debenture, with such amendments to that form as are either (a) minor and not prejudicial to PNC's interests as a lender relying on that contract as security or (b) required by the introduction of, or any change in the interpretation or application of, any law or regulation applicable to and affecting such contracts generally)</p> <p data-bbox="331 934 1453 958">"Debt Solution Agreement" means a Debt Management Agreement or an IVA Agreement,</p> <p data-bbox="331 992 1485 1108">"Debtor" means any person, including any body of persons corporate or unincorporated, incurring any payment obligation to the Obligor (whether under a present, future or prospective Debt Solution Agreement or otherwise) and where the context so permits the person having the duty to administer the Debtor's estate upon death or Insolvency,</p> <p data-bbox="331 1142 1469 1189">"Excluded A/R" means that A/R that is described as such in clause 7 of the Master Facilities Agreement (Operational and continuing conditions),</p> <p data-bbox="331 1223 1485 1341">"Finance Documents" means the Master Facilities Agreement, the Security Documents, any Covenants Compliance Letter, the Intercreditor Agreement, any landlord's waiver and any other agreement, deed, notice, document or certificate entered into from time to time in connection therewith from time to time or designated by PNC as being a Finance Document,</p> <p data-bbox="331 1375 1414 1422">"Financial Records" means, in relation to the Collateral all of the Obligor's rights to</p> <div data-bbox="373 1456 1485 1583"> <p>a) any ledger, computer data, records, documents, disks, electronic data or machine-readable material on or by which the financial or other information pertaining to Collateral is recorded or evidenced, and</p> <p>b) any equipment necessary for reading or amending the same,</p> </div> <p data-bbox="331 1617 983 1641">"Group" means the Obligor and the Subsidiaries,</p> <p data-bbox="331 1675 1485 1744">"Insurances" means, save for the ABL Insurances, all policies of insurance (and all cover notes) which are at any time held by, or written in favour of, a Security Obligor or in which a Security Obligor from time to time has an interest,</p> <p data-bbox="331 1778 1485 1803">"Intellectual Property" means all present and future Intellectual Property Rights,</p> <p data-bbox="331 1836 831 1861">"Intellectual Property Rights" means</p> <div data-bbox="373 1895 1382 1989"> <p>(a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests whether registered or unregistered; and</p> </div>

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (b) the benefit of all applications and rights to use such assets of each Security Obligor,

"Intercreditor Agreement" means the intercreditor agreement to be entered into between (1) PNC, (2) Palatine Private Equity LLP as security trustee, (3) the Investors, (4) the Managers, (5) Sally Belinda Geddes, Keith Pollard and Colin Robinson, (6) the Obligor and (7) the Security Obligors,

"Inventory Insurances" means those policies of insurance (if any) specified in part 5 of schedule 3 of the Debenture (Details of Security Assets)) and any other policies of insurance which may replace those policies of insurance;

"IVA Agreement" means an insolvency support agreement made between the Obligor and a Debtor (with the approval of the third party creditors of that Debtor in accordance with the Insolvency Act 1986 as amended), and registered with the Department of Trade & Industry, relating to the consolidation, management and reduction of that Debtor's outstanding indebtedness to such third parties (such insolvency support agreement to be in the form approved by PNC on or before the date of the Debenture, with such amendments to that form as are either (a) minor and not prejudicial to PNC's interests as a lender relying on that contract as security or (b) required by the introduction of, or any change in the interpretation or application of, any law or regulation applicable to and affecting such insolvency support agreements generally),

"Master Facilities Agreement" means the master facilities agreement dated the 3 June 2011 and made between (1) PNC and (2) Moneyplus Group Limited, as amended from time to time, pursuant to which PNC has agreed to make certain accounts receivables facilities and certain asset based lending facilities available to the Obligor,

"Obligor" means Moneyplus Group Limited,

"Other Receivables" means, save for A/R, all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, any Security Obligor (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with

- (a) the benefit of all rights, guarantees, Security Interests and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights), and

- (b) all proceeds of any of the foregoing,

"P&M" means all plant, machinery, other capital equipment (excluding Inventory) owned by any Security Obligor from time to time wherever located and all spare parts, replacements, modifications and additions for or to the same and any manuals, logbooks or registration documents relating thereto,

"P&M Insurances" means those policies of insurance (if any) specified in part 6 of schedule 3 of the Debenture (Details of Security Assets)) and any other policies of insurance which may replace those policies of insurance,

"Proceeds" means all and any monies paid to a Collections Account,

"Real Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to a Security Obligor, or in which a Security Obligor has an interest at any time, together

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

with

- (a) all buildings and fixtures (including trade fixtures) and fixed P&M at any time thereon,
- (b) all easements, rights and agreements in respect thereof, and
- (c) the benefit of all covenants given in respect thereof,

"Real Property Insurances" means those policies of insurance (if any) specified in part 7 of schedule 3 of the Debenture (Details of Security Assets)) and any other policies of insurance which may replace those policies of insurance,

"Receiver" means any receiver or receiver and manager appointed by PNC under the Debenture,

"Related Rights" means, in relation to an A/R

- (a) other than rights relating to ownership of goods, any rights of the Obligor as an unpaid vendor or provider of services under the Debt Solution Agreement giving rise to an A/R,
- (b) the benefit of all insurances,
- (c) all negotiable and non-negotiable instruments, all securities, bonds guarantees and indemnities,
- (d) the Financial Records,

"Security Documents" means any security agreements for the time being securing (directly or indirectly) or creating an Security Interest over all or any of the Obligor's and any Security Obligors' obligations under the Finance Documents and/or all or any obligations (present or future, actual or contingent) of the Obligor and any Security Obligors to PNC,

"Security Interest" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, trust, trust arrangement for the purposes of providing security, assignment, assignment by way of security, tracing or other equitable right, or

- (a) any other agreement or arrangement having the effect of conferring security (including any such interest arising under or in connection with any letter of credit),
- (b) any other security interest of any kind or preferring any obligation of any person; or
- (c) any other guarantee, indemnity, warranty, agreement or arrangement having the effect of conferring security,

"Securities Rights" means

- (a) all dividends, distributions and other income paid or payable on the relevant Securities or Charged Securities or on any asset referred to in paragraph (b) of this definition,
- (b) all rights, monies or property accruing or offered at any time in relation to such Securities or Charged Securities whether by way of

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

"Securities" means all stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of the Debenture) now or in future owned (legally or beneficially) by a Security Obligor, held by a nominee on its behalf or in which such Security Obligor has an interest at any time,

"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Debenture.

"Security Period" means the period beginning on the date of the Debenture and ending on the date on which

- (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full,
- (b) the A/R Facility has been terminated according to its terms, and
- (c) PNC has no further commitment, obligation or liability under or pursuant to the Finance Documents,

"Specified P&M" means the P&M (if any) specified in part 2 of schedule 3 of the Debenture (Details of Security Assets),

"Specified Real Property" means the estates and interests in freehold, leasehold and other immovable property (if any) specified in part 1 of schedule 3 of the Debenture (Details of Security Assets), together with

- (a) all buildings and fixtures (including trade fixtures) and fixed P&M at any time thereon,
- (b) all easements, rights and agreements in respect thereof, and
- (c) the benefit of all covenants given in respect thereof

"Subsidiary" of a company or corporation means any company or corporation

- (a) which is controlled, directly or indirectly by the first-mentioned company or corporation, or
- (b) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the first-mentioned company or corporation, or
- (c) which is a subsidiary of another subsidiary of the first mentioned company or corporation,

and, for these purposes, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body, and

"Tax" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

failure to pay or any delay in paying any of the same)

SCHEDULE 3 OF THE DEBENTURE

Details of Security Assets

Part 1 - Specified Real Property

Registered land

Security Obligor	Address	Administrative Area	Title Number

Part 2 - Specified P&M

None at the date of the Debenture

Part 3 - Charged Securities

Security Obligor	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
Moneyplus Group Limited	Loan Management Services Limited	Ordinary £1	2	£2

Part 4 - Intellectual Property

Intellectual Property – Logos

Loan Management Services Limited	
----------------------------------	---

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Intellectual Property – Domain Names

Domain name	Proprietor	Renewal date
Easierdebt co uk	Loan Management Services Limited	15 March 2012

Part 5 - Inventory Insurances

Part 6 - P&M Insurances

Part 7 - Real Property Insurances

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars



FILE COPY

P.

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7310059
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND
DEBENTURE DATED 16 SEPTEMBER 2011 AND CREATED BY
MONEYPLUS GROUP LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM ANY MEMBER OF THE GROUP
TO PNC FINANCIAL SERVICES UK LTD 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 23 SEPTEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 SEPTEMBER
2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES