

152783/13
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**
You cannot use this form to register
particulars of a charge for a
company. To do this, please use
form MG01s

THURSDAY



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30/08/2012

#189

COMPANIES HOUSE

For official use

6

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

1

Company details

Company number 0 7 3 1 0 0 5 9

Company name in full MONEYPLUS GROUP LIMITED
(the "Obligor")

2

Date of creation of charge

Date of creation 2 0 8 2 0 1 2

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

Composite guarantee and debenture (the "**Debenture**") dated 20 August 2012
between (1) PNC Business Credit, a trading style of PNC Financial
Services UK Ltd ("**PNC**") and (2) R&R Financial Solutions Limited
(05389172) and the Obligor (together, the "**Chargors**").

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 owned
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) ("**Secured Obligations**").

Please see continuation pages

Continuation page

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

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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	PNC Business Credit, a trading style of PNC Financial Services UK Ltd (07341483)									
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 Please see continuation pages

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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 Sanderson (UK) LLP 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 Lauren Priest-Stephens

Company name Squire Sanders (UK) LLP

Address 7 Devonshire Square

Post town London

County/Region

Postcode E C 2 M 4 Y H

Country England

DX 136546 Bishopsgate 2

Telephone +44 (0)20 7655 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 enquires@companieshouse.gov.uk

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

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Particulars of a mortgage or charge

4	Amount secured
	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p style="text-align: center;">DEFINITIONS</p> <p>"Covenants Compliance Letter" means a letter issued by the Obligor to PNC pursuant to condition 10(d) (<i>Covenants compliance letter</i>) of schedule 1 of the Master Facilities Agreement in the form set out in Schedule 5 (<i>Form of Covenants Compliance Letter</i>) of the Master Facilities Agreement,</p> <p>"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>"Group" means the Obligor and the Subsidiaries,</p> <p>"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;</p> <p>"Investors" means each of Zeus Private Equity Fund LP, Zeus Private Equity Private Investors LP and Zeus Founder Partner LP,</p> <p>"Managers" means each of Christopher Davis, Stephen Quinn, Lorraine O'Toole, Debbie Hall and Eric McNicol;</p> <p>"Master Facilities Agreement" means the master facilities agreement dated the 3 June 2011 and made between (1) PNC and (2) the Obligor, 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,</p> <p>"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;</p> <p>"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</p> <p>(1) 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),</p> <p>(11) any other security interest of any kind or preferring any obligation of any person, or</p> <p>(111) any other guarantee, indemnity, warranty, agreement or arrangement having the effect of conferring security,</p> <p>"Security Obligors" means the companies (if any) listed at part 2 of schedule 6 of the Master Facilities Agreement and any other company which grants a Security Interest in favour of PNC in relation to the liabilities of the Obligor to PNC,</p>

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Amount secured

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Amount secured

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

- (i) which is controlled, directly or indirectly by the first-mentioned company or corporation, or
- (ii) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the first-mentioned company or corporation, or
- (iii) 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

SCHEDULE 6 of the Master Facilities Agreement

Part 2

Security Obligor(s)

Name(s) of Security Obligor(s)	Company Number(s)	Registered Office
Patronus Group Limited	06603372	Lawson House 22-26 Stockport Road Altrincham Cheshire WA15 8EX
Fidelitas Group Limited	06603402	Lawson House 22-26 Stockport Road Altrincham Cheshire WA15 8EX
Moneyplus 2010 Limited	05528673	Lawson House 22-26 Stockport Road Altrincham Cheshire WA15 8EX
Chiltern (UK) Limited	03024656	Lawson House 22-26 Stockport Road Altrincham Cheshire WA15 8EX
Hamilton Locke & Co Limited	06247583	Lawson House 22-26 Stockport Road Altrincham Cheshire WA15 8EX

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Amount secured

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

Amount secured

The Debt People Limited	05333921	Lawson House 22-26 Stockport Road Altrincham Cheshire WA15 8EX
Moneyplus Intermediary Limited	07580662	Lawson House 22-26 Stockport Road Altrincham Cheshire WA15 8EX
Moneyplus Group Limited	07310059	Lawson House 22-26 Stockport Road Altrincham Cheshire WA15 8EX
Loan Management Services Limited	04571036	c/o Moneyplus Group Limited Lawson House 22-26 Stockport Road Altrincham Cheshire WA15 8EX

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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

Each Chargor 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 Chargor'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 a Chargor 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

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Chargor 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 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 foregoing 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 (Details of Security Assets) of the Debenture,
- (t) by way of first fixed charge all Intellectual Property (if any) not charged by clause 5 l(q) of the Debenture;
- (u) to the extent that any Assigned Asset is not effectively assigned under clause 5.2 (Security assignments) of the Debenture, 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)
- (1) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of such Chargor or the use of any of its assets, and
- (11) any letter of credit issued in favour of such Chargor 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 Chargor.

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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

1 2 Security assignments

Each Chargor 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

- (a) the proceeds of the sale of any Specified Real Property;
- (b) the proceeds of the sale of any Specified P&M,
- (c) the proceeds of the sale of any Charged Securities;
- (d) the proceeds of the sale of any Intellectual Property specified in part 4 of schedule 3 (*Details of Security Assets*) of the Debenture,
- (e) the Inventory Insurances, all claims under the Inventory Insurances and the proceeds of the Inventory Insurances,
- (f) the P&M Insurances, all claims under the P&M Insurances and the proceeds of the P&M Insurances,
- (g) the Real Property Insurances, all claims under the Real Property Insurances and the proceeds of the Real Property Insurances;
- (h) the Insurances, all claims under the Insurances and all proceeds of the Insurances,
- (i) Other Receivables (not assigned under clauses 5 2(a) to 5 2(h) (inclusive) above of the Debenture, and
- (j) all Debt Management Agreements.

To the extent that any Assigned Asset described in clauses 5 2(a) to 5 2 (j) inclusive of the Debenture 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 Chargor to any proceeds of an Assigned Asset

2 FLOATING CHARGE

Each Chargor charged and agreed to charge by way of first floating charge all of its present and future:

- (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*) of the Debenture, clause 5 2 (*Security assignments*) of the Debenture or any other provision of the Debenture, and
- (b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland.

3. CONTINUING SECURITY

3.1 Continuing security

The Security is continuing and will extend to the ultimate balance of the

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Short particulars

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.

3 2 Additional and separate security

The Debenture is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security Interest which PNC may at any time hold for any Secured Obligation.

3 3 Right to enforce

The Debenture may be enforced against each or any Chargor without PNC first having recourse to any other right, remedy, guarantee or Security Interest held by or available to it

4 UNDERTAKINGS BY OBLIGORS

4 1 Restrictions on dealing

No Chargor shall do or agree to do any of the following without the prior written consent of PNC:

(a) create or permit to subsist any Security Interest on any Security Assets except a Security Interest which is permitted by the Master Facilities Agreement;

(b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not) the whole or any part of its interest in any Security Asset except for the sale at full market value of stock in trade in the usual course of trading as conducted by such Chargor at the Commencement Date

5. FURTHER ASSURANCES

5 1 Further action

Each Chargor shall, at its own expense, promptly take whatever action PNC or a Receiver may require for

(a) creating, perfecting or protecting the Security Interests intended to be created by the Debenture, and

(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,

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

5.2 Specific security

Without prejudice to the generality of clause 21.1 (*Further action*) of the

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Debenture, each Chargor shall forthwith 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 (*Conversion of floating charge*) of the Debenture) in such form as PNC may require.

DEFINITIONS

"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),

"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;

"Assigned Assets" means the Security Assets expressed to be assigned pursuant to clause 5.2 (Security assignments) of the Debenture,

"Charged Securities" means the Securities specified in part 3 of schedule 3 (*Details of Security Assets*) of the Debenture;

"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,

"Collections Account" means any of the following bank accounts established for the purpose of receiving Remittances:

(a) the following accounts in respect of the Obligor named below

(1) in respect of A/R in relation to IVA Agreements:

Account Name PNC re Moneyplus Group Limited

Bank. KBC Bank NV, London Branch

Sort Code 16-54-87

Account Number 03105031,

(11) in respect of A/R in relation to Debt Management Agreements

Account name PNC Re:-Moneyplus Group Limited

Bank KBC Bank NV, London Branch

Sort code: 16-54-87 SWIFT

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Account number: 03105051

IBAN GB24KRED16548703105051

(111) in respect of all other A/R

Account name: PNC Re -Moneyplus Group Limited

Bank. KBC Bank NV, London Branch

Sort code 16-54-87 SWIFT

Account number: 03105211

IBAN: GB69KRED16548703105211, and

(b) any other account held with such bankers as PNC and the Obligor may agree, in the name of PNC, in respect of which the sole signatories are officers or employees of PNC, such account being specified as a Collection Account and secured in favour of PNC.

"Commencement Date" means the date of the commencement of the Master Facilities Agreement which is the date on which PNC confirms to the Obligor that all conditions at clause 5 (*Conditions precedent*) of the Master Facilities Agreement have been satisfied or waived (as the case may be), being the date detailed at clause 3(a) (*General Particulars*) of the Master Facilities Agreement;

"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,

"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 Master Facilities Agreement, 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),

"Debt Solution Agreement" means a Debt Management Agreement or an IVA Agreement;

"Excluded A/R" means that A/R that is described as such in clause 7 (*Operational and continuing conditions*) of the Master Facilities Agreement;

"Intellectual Property" means all present and future Intellectual Property Rights,

"Intellectual Property Rights" means

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Short particulars	<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> <p>(b) the benefit of all applications and rights to use such assets of each Obligor,</p> <p>A person is "Insolvent" if</p> <p>(i) it is, or is deemed for the purposes of any law to be, unable to pay its debts or to be insolvent, or admits its inability to pay its debts as they fall due, or</p> <p>(ii) it ceases to trade or notifies the Obligor or PNC of its intention to cease to trade or the Obligor or PNC otherwise becomes aware of such intention through a source reasonably considered to be reliable, or</p> <p>(iii) any step (including petition, proposal, giving notice, convening a meeting or applying to court) is taken with a view to:</p> <p>(A) a composition or scheme of arrangement (including a Security Obligor's or the Obligor's voluntary arrangement) with any of its creditors; or</p> <p>(B) its administration, winding-up, liquidation or dissolution; or</p> <p>(C) its receivership or bankruptcy, or</p> <p>(D) anything analogous to paragraphs (A) to (C) inclusive above, or</p> <p>(iv) an Administrator is appointed over it, or</p> <p>(v) it is insolvent within the terms of the Insolvency Act 1986;</p> <p>any "Insolvency" shall be construed accordingly;</p> <p>"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 Chargor or in which an Chargor from time to time has an interest;</p> <p>"Inventory Insurances" means those policies of insurance (if any) specified in part 5 of schedule 3 (<i>Details of Security Assets</i>) of the Debenture) and any other policies of insurance which may replace those policies of insurance,</p> <p>"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 Master Facilities Agreement, with such amendments to that form as are either (a) minor and not prejudicial to PNC's interests as a lender relying on that</p>

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Short particulars

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)

"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 Chargor (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 Chargor 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 (*Details of Security Assets*) of the Debenture) 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 Chargor, or in which a Chargor has an interest at any time, 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,

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

"Remittance" means cash, cheques, bills of exchange, negotiable or non-negotiable instruments, letters of credit, electronic payments, BACS, CHAPS, and any other remittance or instrument of payment in whatever form received by PNC, the Obligor or the Obligor's agents in and towards discharge of an A/R;

"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 Chargor,

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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>held by a nominee on its behalf or in which such Chargor has an interest at any time,</p> <p>"Securities Rights" means:</p> <ul style="list-style-type: none"> (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 redemption, substitution, exchange, bonus or preference, under option rights or otherwise; <p>"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,</p> <p>"Security Period" means the period beginning on the date of the Debenture and ending on the date on which</p> <ul style="list-style-type: none"> (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, <p>"Specified P&M" means the P&M (if any) specified in part 2 of schedule 3 (<i>Details of Security Assets</i>) of the Debenture;</p> <p>"Specified Real Property" means the estates and interests in freehold, leasehold and other immovable property (if any) specified in part 1 of schedule 3 (<i>Details of Security Assets</i>) of the Debenture, together with:</p> <ul style="list-style-type: none"> (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; <p>"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 failure to pay or any delay in paying any of the same),</p> <p>"VAT" shall be construed as a reference to value added tax including any similar tax which may be imposed in place thereof from time to time</p> <p style="text-align: center;">SCHEDULE 3 of the Debenture</p> <p style="text-align: center;">Details of Security Assets</p>

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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

Part 1 - Specified Real Property

None at the date of the Debenture

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	R&R Financial Solutions Limited	Ordinary £1	1,002	£1,002

Part 4 - Intellectual Property

Intellectual Property - Logos

None at the date of the Debenture

Intellectual Property - Domain Names

Domain name	Proprietor	Renewal date
best4debtadvice com	R&R Financial Solutions Limited	8 June 2014
best4debtadvice.co.uk	R&R Financial Solutions Limited	8 June 2014
prepaidcard me	R&R Financial Solutions Limited	24 July 2014
1-v-a me	R&R Financial Solutions Limited	24 July 2014
nationaldebtline me	R&R Financial Solutions Limited	24 July 2014
cccs me	R&R Financial Solutions Limited	24 July 2014
individual-voluntary-arrangement me	R&R Financial Solutions Limited	24 July 2014
debtadvicetrust.me	R&R Financial Solutions Limited	24 July 2014
payplan me	R&R Financial Solutions Limited	24 July 2014
debt-management me	R&R Financial Solutions Limited	24 July 2014

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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

insolvency me	R&R Financial Solutions Limited	24 July 2014
debt3me co uk	R&R Financial Solutions Limited	3 September 2014
rr-financial-solutions co uk	R&R Financial Solutions Limited	10 December 2013
debt-management-online co uk	R&R Financial Solutions Limited	20 December 2013
debt-management-enquiries.co uk	R&R Financial Solutions Limited	20 December 2013
national-uk-debtline co uk	R&R Financial Solutions Limited	20 December 2013
debt-management-site.co uk	R&R Financial Solutions Limited	20 December 2013
payplan.me uk	R&R Financial Solutions Limited	20 December 2013
iva-site co.uk	R&R Financial Solutions Limited	20 December 2013
confusedthemeerkat.co.uk	R&R Financial Solutions Limited	16 March 2014
conusedthemeerkat com	R&R Financial Solutions Limited	16 March 2014
confusedmeerkat co uk	R&R Financial Solutions Limited	16 March 2014
ukcashflow co uk	R&R Financial Solutions Limited	7 April 2014
cccs.me uk	R&R Financial Solutions Limited	20 April 2014
creditconsolidationservices co uk	R&R Financial Solutions Limited	30 April 2014
thedebtadvisor info	R&R Financial Solutions Limited	31 May 2014
the-debt-advisors.com	R&R Financial Solutions Limited	3 June 2014
uk-debtline co uk	R&R Financial Solutions Limited	30 October 2013
creditcardcrunchservices co uk	R&R Financial Solutions Limited	8 November 2013
sun-tuxedo-card.co uk	R&R Financial Solutions Limited	23 November 2013
account-tuxedo co uk	R&R Financial Solutions Limited	23 November 2013
mastercard-tuxedo co uk	R&R Financial Solutions Limited	23 November 2013
accounttuxedo co uk	R&R Financial Solutions Limited	23 November 2013
credit-cards-prepaid co.uk	R&R Financial Solutions Limited	23 November 2013
accountcard.co.uk	R&R Financial Solutions Limited	23 November 2013
creditcards-prepaid.co uk	R&R Financial Solutions Limited	23 November 2013
cards-pre-paid.co uk	R&R Financial Solutions Limited	28 November 2013
debtfreeme-uk-debtline co uk	R&R Financial Solutions Limited	3 December 2013
rr-financialsolutions.co uk	R&R Financial Solutions Limited	10 December 2013

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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

r-and-r-financial-solutions co uk	R&R Financial Solutions Limited	10 December 2013
rrfinancialsolutions.co uk	R&R Financial Solutions Limited	10 December 2013
r-r-financial-solutions co uk	R&R Financial Solutions Limited	10 December 2013
national-uk-debtline org uk	R&R Financial Solutions Limited	15 June 2013
nationalukdebtline co.uk	R&R Financial Solutions Limited	15 June 2013
debt nightmare com	R&R Financial Solutions Limited	16 June 2013
bigdebts.co uk	R&R Financial Solutions Limited	16 June 2013
the-debt-advisor.eu	R&R Financial Solutions Limited	30 June 2013
debt-advisor eu	R&R Financial Solutions Limited	30 June 2013
best4advice.eu	R&R Financial Solutions Limited	30 June 2013
1-v-a eu	R&R Financial Solutions Limited	30 June 2013
individual-voluntary-arrangement eu	R&R Financial Solutions Limited	30 June 2013
Abacusfinance.eu	R&R Financial Solutions Limited	30 June 2013
harringtonbrooks eu	R&R Financial Solutions Limited	30 June 2013
debtfreeme eu	R&R Financial Solutions Limited	30 June 2013
de8t.co.uk	R&R Financial Solutions Limited	29 July 2013
debt-free-advice co.uk	R&R Financial Solutions Limited	14 August 2013
tailormoney co.uk	R&R Financial Solutions Limited	2 October 2013
d-r-o co.uk	R&R Financial Solutions Limited	8 October 2013
simple-1-v-a.co uk	R&R Financial Solutions Limited	9 February 2013
debt3direct com	R&R Financial Solutions Limited	5 April 2013
debtsfreedirect.com	R&R Financial Solutions Limited	5 April 2013
debtfreedirects.co.uk	R&R Financial Solutions Limited	5 April 2013
debtsfreedirect.co.uk	R&R Financial Solutions Limited	5 April 2013
dro-debtrelieforder.co.uk	R&R Financial Solutions Limited	7 April 2013
c-c-s me	R&R Financial Solutions Limited	30 April 2013
debtionate co.uk	R&R Financial Solutions Limited	14 June 2013
completedebtguide org	R&R Financial Solutions Limited	15 June 2013
nationalukdebtline.info	R&R Financial Solutions Limited	15 June 2013

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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

nationalukdebtline com	R&R Financial Solutions Limited	15 June 2013
national-uk-debtline.org	R&R Financial Solutions Limited	15 June 2013
national-uk-debtline info	R&R Financial Solutions Limited	15 June 2013
national-uk-debtline com	R&R Financial Solutions Limited	15 June 2013
nationalukdebtline.org	R&R Financial Solutions Limited	15 June 2013
nationalukdebtline.org uk	R&R Financial Solutions Limited	15 June 2013
creditcardcrunchservices info	R&R Financial Solutions Limited	8 November 2012
fullandfinalsettlement co.uk	R&R Financial Solutions Limited	9 November 2012
money-help-line co uk	R&R Financial Solutions Limited	13 November 2012
www-individual-voluntary-arrangement co uk	R&R Financial Solutions Limited	13 November 2012
credit-cards-prepaid com	R&R Financial Solutions Limited	23 November 2012
debtfreeme-uk-debtline com	R&R Financial Solutions Limited	3 December 2012
c-c-c-s.com	R&R Financial Solutions Limited	20 December 2012
debt-management-enquiries com	R&R Financial Solutions Limited	20 December 2012
debtfreeme co	R&R Financial Solutions Limited	3 January 2013
debtfreeme uk com	R&R Financial Solutions Limited	4 January 2013
debtmanagementdebt com	R&R Financial Solutions Limited	20 January 2013
debthelpdebt co.uk	R&R Financial Solutions Limited	20 January 2013
debtmanagementdebt.co uk	R&R Financial Solutions Limited	20 January 2013
debtdebtmanagement.co uk	R&R Financial Solutions Limited	20 January 2013
simplified-iva com	R&R Financial Solutions Limited	9 February 2013
debttereeme co uk	R&R Financial Solutions Limited	3 September 2012
ivafreeme co uk	R&R Financial Solutions Limited	11 October 2012
complete-debt-guide biz	R&R Financial Solutions Limited	12 October 2012
the-complete-debt-guide.com	R&R Financial Solutions Limited	12 October 2012
complete-debt-guide.net	R&R Financial Solutions Limited	12 October 2012
complete-debt-guide.com	R&R Financial Solutions Limited	12 October 2012
completedebtguide com	R&R Financial Solutions Limited	12 October 2012
complete-debt-guide org	R&R Financial Solutions Limited	12 October 2012

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

complete-debt-guide info	R&R Financial Solutions Limited	12 October 2012
completedebtguide.info	R&R Financial Solutions Limited	12 October 2012
thecompletedebtguide com	R&R Financial Solutions Limited	13 October 2012
uk-debtline com	R&R Financial Solutions Limited	30 October 2012
debt-remedys.co.uk	R&R Financial Solutions Limited	5 November 2012
debtremedys.co.uk	R&R Financial Solutions Limited	5 November 2012
debtremidy co uk	R&R Financial Solutions Limited	5 November 2012
thedebsolution co.uk	R&R Financial Solutions Limited	2 March 2013
randrfinancialsolutions co.uk	R&R Financial Solutions Limited	10 December 2013
moneyproblemsolved.co uk	R&R Financial Solutions Limited	24 January 2013
money-problem-solved uk com	R&R Financial Solutions Limited	16 May 2014
money-problem-solved com	R&R Financial Solutions Limited	15 May 2014
money-problem-solved co uk	R&R Financial Solutions Limited	15 May 2014
debtfreeme info	R&R Financial Solutions Limited	18 March 2013
debtfreeme co uk	R&R Financial Solutions Limited	13 February 2014
creditcardconsolidationservices co uk	R&R Financial Solutions Limited	30 May 2014
bankpackagedaccounts co uk	R&R Financial Solutions Limited	24 May 2014
bankpackagedaccount.co uk	R&R Financial Solutions Limited	24 May 2014

Part 5 - Inventory Insurances

None at the date of the Debenture

Part 6 - P&M Insurances

None at the date of the Debenture

Part 7 - Real Property Insurances

None at the date of the Debenture

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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

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
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Please give the short particulars of the property mortgaged or charged
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Short particulars	
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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. 6

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND
DEBENTURES DATED 20 AUGUST 2012 AND CREATED BY
MONEYPLUS GROUP LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM ANY MEMBER OF THE GROUP
TO PNC BUSINESS CREDIT, A TRADING STYLE OF PNC
FINANCIAL SERCVES 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 30 AUGUST 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 SEPTEMBER
2012

OX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES