

MG01

Particulars of a mortgage or charge

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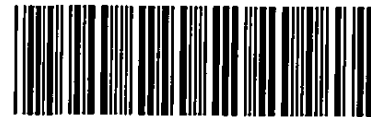
**A fee is payable with this form**

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

SATURDAY



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11/06/2011

206

COMPANIES HOUSE

**1 Company details**

Company number 0 7 3 1 0 0 5 9

Company name in full Moneyplus Group Limited (a "Charging Company")

3 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 d0 d3 m0 m6 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 Composite Guarantee and Debenture (the "Deed")

**4 Amount secured**

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

Amount secured All indebtedness, liabilities and obligations which  
are now or may at any time thereafter be due, owing  
or incurred in any manner whatsoever to the  
Security Beneficiaries or any of them by any Group  
Company, whether actually or contingently, pursuant  
to or in respect of the Finance Documents from time  
to time and in any case, whether solely or jointly  
with any other person, whether as principal or  
surety and whether or not the Security  
Beneficiaries or any of them shall have been an  
original party to the relevant transaction and in  
whatever currency denominated and including  
interest, discount, commission and other lawful  
charges or reasonable expenses which the Security  
Trustee, the Security Beneficiaries or any of them  
may charge hereunder or pursuant to the Finance  
Documents (the "Secured Obligations"),

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

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## Particulars of a mortgage or charge

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### 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	Palatine Private Equity LLP (the "Security Trustee")
Address	Lowry House, 17 Marble Street Manchester
Postcode	M 2 3 A W
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

Each Charging Company thereby irrevocably and unconditionally guarantees to the Security Trustee (on behalf of each of the Security Beneficiaries) to pay to the Security Trustee on demand when due the Secured Obligations (except any Secured Obligations in respect of which the relevant Charging Company is already primarily liable)

The Guarantee is given subject to and with the benefit of the provisions set out in schedule 3 of the Deed

With full title guarantee and as a continuing security for the payment or discharge of all the Secured Obligations and all their other obligations under the Deed -

(a) each Charging Company thereby charges to the Security Trustee (for the benefit of the Security Beneficiaries) by way of legal mortgage -

(1) all its freehold and leasehold interest in the properties title to which is registered at HM Land Registry described in part I of schedule 2 of the Deed together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including other trade fixtures and excluding in the case of freehold property and leasehold property which is let or let to a third party, tenant's and trade fixtures and fittings of such third party) and its fixed plant and machinery at any time thereon,

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### 6 Short particulars of all the property mortgaged or charged

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Short particulars

(11) all other freehold and leasehold interests in the properties now vested in it but title to which is not registered at HM Land Registry described in part II of schedule 2 of the Deed together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including other trade fixtures and excluding in the case of freehold property and leasehold property which is let or let to a third party, tenant's and trade fixtures and fittings of such third party) and its fixed plant and machinery at any time thereon,

(b) each Charging Company charges to the Security Trustee (for the benefit of the Security Beneficiaries) by way of first fixed charge -

(1) all present and future freehold and leasehold property of such Charging Company not otherwise charged by way of legal charge pursuant to clauses 4.1.1 or 4.1.2 of the Deed together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including trade fixtures and excluding in the case of freehold property and leasehold property which is let or let to a third party, tenant's and trade fixtures and fittings of such third party) and its fixed plant and machinery at any time thereon,

(11) all estates and interests not thereinbefore effectively charged now or thereafter belonging to such Charging Company in or over land wheresoever situate or the proceeds of sale of land and all licences now or thereafter held by such Charging Company to enter upon or use land and the benefit of all other agreements relating to land to which such Charging Company is or may become a party or otherwise entitled and all trade and tenants' fixtures, plant and machinery owned by such Charging Company now or thereafter annexed to all freehold and leasehold property its estate or interest in which stands charged under the Deed,

(111) all stocks, shares (including but not limited to shares in any subsidiary), debentures, loan capital, right to subscribe for, convert other securities into or otherwise acquire any note, shares, debentures or loan capital of any other body corporate now or at any time thereafter belonging to such Charging Company, together with all dividends (unless such dividends are or are to be paid in satisfaction of any of the Secured Obligations), interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing;

(1v) the goodwill of such Charging Company and its uncalled capital now or at any time thereafter in existence and future calls (whether made by the directors of the Charging Company or by a Receiver or a liquidator);

(v) all Intellectual Property;

(vi) all plant, vehicles and machinery now or at any time thereafter belonging to such Charging Company (excluding however plant and machinery for the time being forming part of its stock in trade or work in progress),

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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

(vii) all chattels now or at any time thereafter hired, leased or rented by such Charging Company to any other person together in each case subject to and with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligations of any person under or in respect of such contract,

(viii) all Receivables,

(ix) the benefit of all contracts licences consents and authorisations (statutory or otherwise) ("Contracts") held in connection with its business or the use of any Charged Property specified in any other paragraph of clause 4 of the Deed and the right to recover and receive all compensation which may be payable to it in respect of them,

(x) the benefit of all representations, undertakings, warranties and indemnities granted in favour of such Charging Company under or pursuant to the Acquisition Documents and the right to recover and receive all damages and/or compensation which may be payable to it in respect of them.

Each Charging Company thereby charges to the Security Trustee (for the benefit of the Security Beneficiaries) by way of first floating charge all its undertaking and all its property and assets whatsoever and wheresoever situated both present and future, including (without prejudice to the generality of the foregoing) (i) heritable property and all other property and assets in Scotland and (ii) the proceeds of the collection of any Receivables, but excluding any property or assets from time to time or for the time being effectively charged by way of fixed charge under or pursuant to the Deed

The security from time to time constituted by or pursuant to the Deed shall -

(i) be in addition to and shall be independent of every bill, stock, guarantee, mortgage or other security which the Security Trustee, the Security Beneficiaries or any of them may at any time hold for any of the Secured Obligations and it is thereby declared that no prior security held by the Security Trustee, the Security Beneficiaries or any of them over the Charged Property or any part thereof shall merge into the security created by or pursuant to the Deed, and

(ii) remain in full force and effect as a continuing security until the earlier of (i) the Security Trustee having certified in writing that the Secured Obligations have been discharged in full and (ii) the security constituted by the Deed having been released.

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to any floating charge created pursuant to the Deed

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Short particulars

#### Negative Pledge And Further Security

Each Charging Company severally covenants with the Security Trustee (for the benefit of the Security Beneficiaries) that during the continuance of this security it shall not without the consent in writing of the Security Trustee -

(1) create, extend or permit to subsist any Encumbrance (other than a Permitted Encumbrance) upon any of the Charged Property to secure any liability, actual or contingent,

(11) save as permitted or required under the Deed, sell, discount, factor, transfer, lease, lend or otherwise dispose of, whether by means of one or a number of transactions related or not and whether at one time or over a period of time, the whole or, save in the normal course of trading, any part of the Charged Property

#### Definitions

"Acquisition Documents" The sale and purchase agreement made between Ivan Cooper and others and the Company on the date thereof, any disclosure letter relating thereto and all ancillary documents entered into by any Charging Company in relation thereto,

"Lender" means PNC Business Credit a trading style of PNC Financial Services UK Limited,

"Charging Companies" ENSCO 843 Limited (Company number 07580434), ENSCO 845 Limited (Company number 07580662), Moneyplus Group Limited (Company number 07310059),

"Charged Property" means the property referred to in clause 4 and all other property of whatsoever nature from time to time charged by or pursuant to this Deed,

"Company" means ENSCO 845 Limited (company no 7580662),

"Encumbrance" includes any mortgage, pledge, lien, charge assignment by way of security, hypothecation, security, interest or any other security agreement or arrangement (excluding retention of title clauses) whether relating to existing or future assets,

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Short particulars

"Finance Documents"

means

- (a) the Loan Note Instrument,
- (b) each certificate in respect of the Notes,
- (c) the Security Documents,
- (d) the Intercreditor Deed,
- (e) the Security Trust Deed,
- (f) the dormant company undertakings in respect of Patronus Group Limited, Fidelitas Group Limited, Moneyplus 2010 Limited, the Debt People Limited, Hamilton Locke & Co Limited and Chiltern (UK) Limited each in favour of the Security Trustee, and
- (g) any other document designated as such in writing by the Security Trustee and the Company,

"Group"

means the Parent and its Subsidiaries from time to time,

"Group Company"

means any member of the Group and "Group Companies" means all of them,

"Guarantee"

means the Guarantee contained in clause 2 of the Deed as extended by schedule 3 of the Deed,

"Intellectual Property"

means copyrights, patents and registered and unregistered designs (including applications and rights to apply therefor), inventions, trademarks and service marks whether registered or not (including all registrations thereof and applications and rights to apply therefor), confidential information and know-how and fees, royalties and other rights of every kind deriving from copyright, patents or inventions or other intellectual property throughout the world now or at any time thereafter belonging to or created by or assigned to a Charging Company,

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"Intercreditor Deed"	means the intercreditor deed to be entered into by (1) PNC Business Credit a trading style of PNC Financial Services UK Limited, (2) Palatine Private Equity LLP (as security trustee), (3) the entities named in Part 1 of Schedule 1 thereto (as investors), (4) the several persons named in Part 2 of Schedule 1 thereto (as managers), (5) the several persons named in Part 3 of Schedule 1 thereto (as shareholders), (6) the company named in Part 4 of Schedule 1 thereto (as obligor) and (7) the Company and the other companies named in Part 5 of Schedule 1 thereto (as security obligors) (each as defined herein),
"Loan Note Instrument"	the instrument dated on or about the date of the Deed executed by the Company constituting the Notes,
"Noteholders"	means the holders of the Notes from time to time,
"Notes"	means the £10,580,000 8 per cent Series A Secured Loan Notes 2016 of the Company constituted by the Loan Note Instrument,
"Parent"	means ENSCO 843 Limited, a company incorporated in England and Wales with company number 7580434,
"Permitted Encumbrance"	means any of  (a) a lien or right of set-off arising between Charging Companies or in the ordinary course of business solely by operation of law (or by contractual provisions having substantially similar effect) and securing amounts not more than 40 days overdue or where the payment of the amount is being contested in good faith, or  (b) any netting or set-off arrangement entered into by any member of the Group with the Lender in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of members of the Group but only so long as (i) such arrangement does not permit credit balances of Charging Companies to be netted or set off against debit balances of members of the Group which are not Charging Companies and (ii) such arrangement does not give rise to other Encumbrances over the assets of Charging Companies in support of liabilities of members of the Group which are not Charging Companies, or

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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>(c) an Encumbrance arising under the Finance Documents, or</p> <p>(d) an Encumbrance over any asset arising in the ordinary course of business as a result of the title retention or title-transfer provision in the contract relating to the acquisition of that asset, or</p> <p>(e) an Encumbrance which the Security Trustee has at any time in writing agreed shall be a Permitted Encumbrance, or</p> <p>(e) any Encumbrance granted in favour of the Lender from time to time,</p> <p>"Receivables" means all present and future book debts, rentals, royalties, fees, amounts receivable under any hedging arrangements, VAT and all other amounts recoverable or receivable by any Charging Company from other persons due or owing to such Charging Company and the benefit of all rights relating thereto including, without limitation, negotiable instruments, legal and equitable charges, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights,</p> <p>"Receiver" means any receiver or receiver and manager appointed by the Security Trustee under or by virtue of the Deed whether alone or jointly with any other person and includes any substitute for any of them appointed from time to time;</p> <p>"Security Beneficiaries" means the Security Trustee and the Noteholders,</p> <p>"Security Documents" means the security documents to be entered into by the Charging Companies in favour of the Security Trustee or the Security Beneficiaries (including for the avoidance of doubt the security constituted under the Deed) to secure the Secured Obligations;</p> <p>"Security Trustee Deed" means the security trustee deed made between the Security Trustee, the Company the Charging Companies and those persons listed in Schedule 1 thereto as Noteholders and dated on or around the date of the Deed,</p>	



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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 Gateley (manchester) LLP X

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

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## 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 **Michelle Trench**

Company name **Gateley (Manchester) LLP**

Address **Ship Canal House**

**98 King Street**

Post town **Manchester**

County/Region

Postcode **M 2 4 W U**

Country

DX **14317 Manchester 1**

Telephone **0161 836 7814**



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://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. 7310059  
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND  
DEBENTURE DATED 3 JUNE 2011 AND CREATED BY  
MONEYPLUS GROUP LIMITED FOR SECURING ALL MONIES  
DUE OR TO BECOME DUE FROM ANY GROUP COMPANY TO  
THE SECURITY BENEFICIARIES OR ANY OF THEM 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 11 JUNE 2011

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 JUNE 2011**



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES