

MG01

Particulars of a mortgage or charge



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LASERFORM

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

SATURDAY



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AYROPSDH

12/03/2011

173

COMPANIES HOUSE

1

Company details

Company number

0 2 6 8 5 5 1 5

Company name in full

INSTANT CASH LOANS LIMITED (the "Chargor")

10 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 m3 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

Debenture between, amongst others, the Chargor and Wells Fargo Bank,
National Association (the "Chargee"), in its capacity as agent and
trustee for itself and the other Secured Parties and Administrative Agent
under the Loan Documents, dated 03 March 2011 (the "Debenture").

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Amount secured

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

Amount secured

Please see the attached continuation page to this
Form MG01.

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 WELLS FARGO BANK, NATIONAL ASSOCIATION

Address 420 Montgomery Street, San Francisco

California, UNITED STATES

Postcode C A 9 4 1 0 4

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 A charge over, lien on and security interest in all or substantially all of the assets of the Chargor.

Please see the attached continuation page to this Form MG01.

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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

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 866).

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 870). 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 Reed Smith 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 Lucy Bleach

Company name Reed Smith

Address The Broadgate Tower

20 Primrose Street

Post town

County/Region London

Postcode E C 2 A 2 R S

Country UK

DX DX 1066/DX 18 City/London

Telephone 020 3116 3000



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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Amount secured

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

Amount secured

All Obligations of Non-US Obligors (or any of them) owing or incurred to the Secured Parties (or any of them) including, without limitation, all money and liabilities at the date of the Debenture or thereafter due, owing or incurred to the Secured Parties (or any of them) by the Non-US Obligors under or in connection with the Finance Documents (or any of them) and under or in connection with the Debenture in any currency or currencies whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety together with all interest accruing thereon and all costs, charges and expenses incurred in connection therewith (the "**Secured Liabilities**")

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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	<p>1 COVENANT TO PAY</p> <p>The Chargor as primary obligor covenants with the Chargee (for the benefit of itself and the other Secured Parties) that the Chargor will pay the Secured Liabilities as and when the same fall due for payment in accordance with the terms of the Finance Documents</p> <p>2 GUARANTEE</p> <p>2 1 Guarantee</p> <p>The Chargor jointly and severally and irrevocably and unconditionally:</p> <p>(a) guaranteed as primary obligor and not as surety, to each Secured Party due and punctual performance by each Non-US Obligor of all of the Secured Liabilities owed by it under or in connection with the Finance Documents (or any of them),</p> <p>(b) undertook with each Secured Party that whenever a Non-US Obligor does not pay any amount when due under or in connection with the Finance Documents it must immediately on demand by the Administrative Agent pay that amount as if it was the principal obligor in respect of that amount; and</p> <p>(c) indemnified each Secured Party immediately on demand against any cost, loss or liability suffered by that Secured Parties if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal The amount of the cost, loss or liability under this indemnity shall be equal to the amount which the Secured Party would otherwise have been entitled to recover</p> <p>2 2 Continuing guarantee</p> <p>The guarantee, as set out at Clause 3 1 of the Debenture, is a continuing guarantee and will extend to the ultimate balance of sums payable by any Non-US Obligor under the Finance Documents, regardless of any intermediate payment of discharge in whole or in part.</p> <p>3 CHARGING CLAUSE</p> <p>3 1 Fixed Charges</p> <p>As a continuing security for the payment of the Secured Liabilities the Chargor charged in favour of the Chargee (for the benefit of itself and the other Secured Parties) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 the following assets, both present and future, from time to time owned by the Chargor or in connection with which it has rights:</p> <p>(a) by way of first legal mortgage all the freehold and, subject to Clause 4 4 of the Debenture (Leasehold Interests Containing Prohibition on Charging), leasehold property specified in Schedule 2 of the Debenture (Details of Properties) together</p>	

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Particulars of a mortgage or charge

<p>6</p>	<p>Short particulars of all the property mortgaged or charged</p>	
<p>Short particulars</p>	<p>Please give the short particulars of the property mortgaged or charged</p> <p>with all buildings and fixtures (including trade fixtures) at any time thereon,</p> <p>(b) by way of first legal mortgage all other freehold and, subject to Clause 4.4 of the Debenture (Leasehold Interests Containing Prohibition on Charging), leasehold property (if any) wherever situated which, individually, has a value of USD2,000,000 or more (or its equivalent in other currencies) together with all buildings and fixtures (including trade fixtures) at any time thereon,</p> <p>(c) by way of first fixed charge all other interests (not being charged by paragraphs 3 1(a) and (b) above of this Form MG01) in any freehold or, subject to Clause 4.4 of the Debenture (Leasehold Interests Containing Prohibition on Charging), leasehold property having, individually, a value of USD2,000,000 or more (or its equivalent in other currencies), the buildings and fixtures (including trade fixtures) at any time thereon, all proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land,</p> <p>(d) by way of first fixed charge all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating to the same,</p> <p>(e) by way of first fixed charge all the Subsidiary Shares owned or held by it (including those listed in Part I of Schedule 3 of the Debenture (Subsidiary Shares)) together with all Distribution Rights from time to time accruing thereto;</p> <p>(f) (to the extent they are not the subject matter of a charge under paragraph 3 1 (e) above of this Form MG01) by way of first fixed charge all Investments owned by it together with all Distribution Rights from time to time accruing thereto,</p> <p>(g) by way of first fixed charge all its rights and interests in and claims under all policies of insurance and all proceeds thereof held by, or written in favour of, the Chargor or in which it is otherwise interested (the "Insurances"),</p> <p>(h) by way of first fixed charge all book and other debts, revenues and monetary claims of the Chargor and all rights and claims of the Chargor against third parties and against any Security Interest in respect of such debts, revenues or claims,</p> <p>(i) by way of first fixed charge (subject to Clause 9 4 of the Debenture (Collection of Book Debts)) all of its rights in respect of any amount from time to time standing to the credit of any account (including any account contemplated by the Credit Agreement or the Debenture) it has with any other person and the debt represented by it that account;</p> <p>(j) by way of first fixed charge all Intellectual Property at the date of the Debenture or thereafter owned by it (including, without limitation, those listed in</p>	

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Part II of Schedule 3 of the Debenture (Intellectual Property));

(k) by way of first fixed charge the benefit of all licences, consents, contracts, agreements (other than any Franchise Agreement where a breach of the terms of such Franchise Agreement would be caused as a result of the creation of such Security Interest) and authorisations held or utilised by the Chargor in connection with its business or the use of any of its assets (to the extent not effectively assigned by Clause 4 3 of the Debenture (Assignment by way of Security)),

(l) by way of first fixed charge its goodwill and uncalled capital, and

(m) by way of first fixed charge all its rights and interests in (and claims under) the Assigned Agreements (other than any Franchise Agreement where a breach of the terms of such Franchise Agreement would be caused as a result of the creation of such Security Interest) (to the extent not effectively assigned by Clause 4 3 of the Debenture (Assignment by Way of Security))

3 2 Floating Charge

(a) As further continuing security for the payment of the Secured Liabilities, the Chargor charged with full title guarantee in favour of the Chargee (for the benefit of itself and the other Secured Parties) by way of first floating charge all its assets and undertaking whatsoever and wheresoever both present and future not effectively charged by way of legal mortgage or first fixed charge pursuant to the provisions of Clause 4.1 of the Debenture (Fixed Charges) or assigned by way of security pursuant to Clause 4 3 of the Debenture (Assignment by Way of Security) (but excluding any Capital Stock it holds in any Non-Loan Party) and, without prejudice to the generality of the foregoing, all heritable and moveable property and all other property, rights, interests and assets in Scotland or governed by the law of Scotland The floating charge created by the Chargor under Clause 4 of the Debenture shall,

(i) except as otherwise agreed in writing by the Chargee, rank in priority to any other Security Interest which shall subsequently be created or permitted to arise by the Chargor or any Security Interest created by a Receiver appointed under the Debenture, and

(ii) be a qualifying floating charge for the purposes of paragraph 14 of schedule BI to the Insolvency Act 1986 (which paragraph shall apply to the floating charge).

(b) Save as provided in paragraph 3 2(d) below of this Form MG01, the Chargee may at any time by notice in writing to the Chargor convert the floating charge created by the Chargor pursuant to Clause 4 of the Debenture into a fixed charge as regards such assets as it shall specify in the notice (whether generally or specifically) in the event that

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- (i) an Event of Default has occurred and is continuing unwaived, or
- (ii) the Chargee (acting reasonably) considers that (i) such assets are in danger of being seized or (ii) any legal process or execution is being enforced against such assets or (iii) that such assets are otherwise in jeopardy,
- and by way of further assurance the Chargor shall promptly execute a first fixed charge over such assets in such form as the Chargee acting reasonably shall require and take such other action in connection therewith as the Chargee may reasonably require to give effect to such first fixed charge
- (c) Notwithstanding any other provision of the Debenture (and without prejudice to the circumstances in which the floating charge created under Clause 4 of the Debenture will crystallise under general law) but subject to paragraph 3.2(d) below of this Form MG01 if
- (i) a resolution is passed for the winding up or administration of the Chargor or a resolution is passed for a creditors' voluntary winding-up or a creditors' voluntary winding-up is commenced in relation to the Chargor, or
- (ii) an Administrator or Receiver is appointed in respect of the Chargor or any of its assets or the Chargee receives notice of an intention to appoint a Receiver or an Administrator pursuant to paragraphs 15 or 26 of schedule B 1 of the Insolvency Act 1986 in respect of the Chargor,
- then with immediate effect and without notice or further action the floating charge shall automatically convert into a fixed charge as regards the Charged Property secured by such floating charge.
- (d) No floating charge created by Clause 4 of the Debenture may be converted into a fixed charge or otherwise crystallise solely by reason of:
- (i) the obtaining of a moratorium by the Chargor, or
- (ii) anything done with a view to obtaining a moratorium under section 1A and schedule A1 to the Insolvency Act 1986
- (e) Any charge which has crystallised under paragraphs 3 2(b) or (c) above of this Form MG01 may be reconverted into a floating charge by notice given at any time by the Chargee to the Chargor concerned in relation to the assets specified in such notice.
- ### 3.3 Assignment by way of Security
- (a) As further continuing security for the payment of the Secured Liabilities the Chargor assigned absolutely with full title guarantee, subject to a proviso for re-

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assignment on redemption, in favour of the Chargee (for the benefit of itself and the other Secured Parties) all its rights, title and interest in the Assigned Agreements save where it would be a breach of the terms of any Franchise Agreement to grant such an assignment

(b) To the extent that any such right described in paragraph 3 3(a) above of this Form MG01 is not assignable or capable of assignment, the assignment of that right purported to be effected by this paragraph (b) of this Form MG01 shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which the Chargor may derive from that right or be awarded or entitled to in respect of that right.

(c) As continuing security for the payment of the Secured Liabilities the Chargor assigned absolutely the benefit of all rights to receive payments (including any increased payments resulting from any rent review and any interest chargeable on such payments but excluding any VAT charged by the landlord) reserved as rent under any lease of the Mortgaged Property under which the Chargor is entitled as landlord to receive such payments.

(d) To the extent that they do not fall within paragraphs 3 3(a) to (c) above of this Form MG01 and are not effectively assigned under paragraphs 3 3(a), (b) or (c) above of this Form MG01, the Chargor charged by way of first fixed charge all of its rights under each agreement and document to which it is a party, other than any Franchise Agreement where a breach of the terms of such Franchise Agreement would be caused as a result of the creation of such Security Interest

3 4 Leasehold Interests Containing Prohibition on Charging

(a) Until the relevant consent has been obtained, there shall be excluded from the charges created by paragraphs (a), (b) and/or (c) of Clause 4 1 of the Debenture (Fixed Charges) and from the operation of the further assurance provisions set out in Clause 6 of the Debenture (Further Assurance) any leasehold property held by the Chargor under a lease the terms of which either preclude absolutely the Chargor from creating any charge over its leasehold interest in such property or require the consent of any third party prior to the creation of such charge (each a "Consent Property").

(b) With regard to each Consent Property, the Chargor undertook to make application for the consent of the relevant third party to the creation of the charge contained in Clause 4 1 of the Debenture (Fixed Charges) or to be created pursuant to Clause 6 of the Debenture (Further Assurance) within 14 days of the date of a request from the Chargee that such application be made (and to forthwith upon making such application provide a copy of such application to the Chargee) and, in respect of each lease which provides that the relevant third party will not unreasonably withhold its consent, to use all reasonable endeavours to obtain such consent as soon as possible and to keep the Chargee informed of the progress of its

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negotiations with such third parties.

(c) Forthwith, upon receipt of the relevant third party's consent as aforesaid, the relevant Consent Property shall thereupon stand charged to the Chargee pursuant to the terms of Clause 4.1 of the Debenture (Fixed Charges). If required by the Chargee at any time following receipt of such consent the Chargor will execute a valid legal mortgage in such form as the Chargee acting reasonably shall require.

3.5 Security Trust: All assets, right, interests and benefits which are at the date of the Debenture or thereafter granted to the Chargee pursuant to Clauses 4.1, 4.2 and 4.3 of the Debenture or otherwise mortgaged, charged, assigned or otherwise granted to it under the Debenture (or any other document in connection herewith) and all other rights, powers and discretions granted to or conferred upon the Chargee under the Debenture or the Credit Agreement (or any other document in connection therewith) shall be held by the Chargee on trust for the Secured Parties from time to time in accordance with the provisions of the Security Trust Deed and the Debenture.

3.6 Incomplete Details The fact that no or incomplete details of any Charged Property are inserted in the Schedules does not affect the validity or enforceability of the Security Interests created under the Debenture

4 FURTHER ASSURANCE

4.1 General

(a) The Chargor agreed that it will at its own expense promptly execute such deeds, assurances, agreements, instruments and otherwise do such acts and things as the Chargee may reasonably require for perfecting and protecting the Security Interests created (or intended to be created) by the Debenture or facilitating the realisation thereof or otherwise for enforcing the same or exercising any of the Chargee's rights hereunder. In particular, but without limitation, the Chargor agreed that it will

(i) execute a valid legal mortgage in such form as the Chargee shall require over any freehold or leasehold property having, individually, a value of USD2,000,000 (or its equivalent in other currencies) or more at the date of the Debenture or thereafter belonging to it which is not effectively charged by way of legal mortgage under the Debenture,

(ii) execute a valid standard Security Interest in such form as the Chargee shall require over any heritable property in Scotland owned, or any recorded lease of heritable property in Scotland held, by the Chargor at the date of the Debenture or hereafter and having, individually, a value of USD2,000,000 (or its equivalent in other currencies) or more and any heritable fixtures and fittings and fixed plant and machinery at any time thereon owned by the Chargor, including (without prejudice

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to the generality of the foregoing) tenant's fixtures and fittings in and upon such leased property,

(iii) execute a legal assignment (or, if appropriate, an assignation) in such form as the Chargee may require over all or any of the debts, rights, claims, contracts and Insurances charged and if required by the Chargee, serve a notice upon the relevant counterparty in the relevant form set out in Schedule 4 of the Debenture (Forms of Notice to Counterparties) and use all reasonable endeavours to procure that such counterparty countersigns and returns the notice to the Chargee within 20 Business Days of the date of service, provided that if, following such 20 Business Day period, (notwithstanding such endeavours) no acknowledgement has been provided, the obligation to procure such acknowledgement shall cease; and/or

(iv) execute a valid fixed charge in such form as the Chargee may reasonably require over any asset the subject of the floating charge under the Debenture following the crystallisation of such floating charge; and/or

(v) otherwise execute all transfers, conveyances, assignments and assurances whatsoever and give all notices, orders, instructions and directions whatsoever which the Chargee may reasonably require for perfecting Security Interests then intended to be perfected under the Debenture.

(b) Any security document required to be executed by the Chargor pursuant to Clause 6.1 of the Debenture will be prepared by the Chargee's lawyers and, provided such costs are reasonable, at the cost of the Chargor.

5 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

During the continuance of the Security Interests created under the Debenture the Chargor covenanted that it will not without the prior consent in writing of the Chargee

5.1 create or agree or attempt to create or permit to subsist (in favour of any person other than the Chargee) any Security Interest over the whole or any part of the Charged Property other than a Permitted Security Interest, or

5.2 (whether by a single transaction or a number of related or unrelated transactions and whether at the same time or over a period of time) dispose of (or cease to exercise direct control over) any of the Charged Property, whether owned on or after the date of the Debenture other than assets the subject of the floating charge on arm's length terms in the ordinary course of trade or other than as permitted or required under the Finance Documents.

6 DEFINITIONS

"Administrative Agent" means Wells Fargo Bank, National Association, in this

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Short particulars	<p>capacity as Administrative Agent under the Loan Documents,</p> <p>"Administrator" means an administrator appointed under schedule B1 of the Insolvency Act 1986;</p> <p>"Assigned Agreements" means</p> <p>(a) the Intercompany Loan Documents,</p> <p>(b) the Franchise Agreements, and</p> <p>(c) in relation to the Chargor any other agreement to which the Chargor is a party which the Chargee and the Chargor have designated an Assigned Agreement,</p> <p>"Business Day" has the meaning given to it in the Credit Agreement;</p> <p>"Capital Stock" has the meaning given to it in the Credit Agreement,</p> <p>"Charged Property" means all the assets, property, goodwill and undertaking of the Chargor from time to time charged and/or assigned to the Chargee pursuant to the terms of the Debenture;</p> <p>"Company" means Dollar Financial U.K. Limited, a limited liability company incorporated in England and Wales (Registered No. 03701758) with its registered office at 6th Floor, 77 Gracechurch Street, London EC3V 0AS,</p> <p>"Credit Agreement" means the second amended and restated credit agreement dated on or about the date of the Debenture and entered into between, among others, Dollar Financial Corp, as holding company of the borrowing group of companies, the companies named therein as Borrowers, including Dollar Financial U K Limited and Instant Cash Loans Limited, the persons party thereto from time to time as Lenders and the Chargee, as Administrative Agent and Security Trustee;</p> <p>"Distribution Rights" means all dividends, distributions and other income paid or payable on the relevant Investment or Subsidiary Share (as the case may be) together with all shares or other property derived from the relevant Investment or Subsidiary Share (as the case may be) together also with all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to the relevant Investment or Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise);</p> <p>"Event of Default" has the meaning given to it in the Credit Agreement;</p> <p>"Finance Documents" means the Loan Documents, the Cash Management Obligations Agreements and the Specified Swap Agreements,</p> <p>"Franchise Agreements" means each franchise agreement between the Chargor and</p>	

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any other person relating to a franchise of any part of the business of the Charging Companies,

"Insurances" has the meaning given to it in Clause 4 1(g) of the Debenture,

"Intellectual Property" has the meaning given to it in the Credit Agreement,

"Investment" means any negotiable instrument, certificate of deposit, debenture, share or other investment (as defined in part II of schedule 2 to the Financial Services and Markets Act 2000) as at the date of the Debenture or thereafter owned by the Chargor or in which a Charging Company has an interest (including, without limitation and save where the context otherwise requires, the Subsidiary Shares) but in the case of the Company excluding any Capital Stock it holds in any Non-Loan Party;

"Mortgaged Property" means all freehold and leasehold property which is subject to the fixed charge created pursuant to paragraphs (a), (b) and/or (c) of Clause 4.1 of the Debenture;

"Non-Loan Party" has the meaning given to it in the Credit Agreement,

"Non-US Obligors" means, collectively, each Non-US Loan Party and each Non-Loan Party Borrower,

"Obligations" has the meaning given to it in the Credit Agreement,

"Permitted Security Interest" has the meaning given to the term "Permitted Lien" in the Credit Agreement,

"Receiver" means any one or more receivers and managers or (if the Chargee so specifies in the relevant appointment) receivers appointed by the Chargee pursuant to the Debenture in respect of the Chargor or over all or any of the Charged Property;

"Secured Parties" means the Non-US Obligations Secured Parties,

"Security Interest" has the meaning given to "Lien" in the Credit Agreement or any other agreement or arrangement having a substantially similar effect,

"Security Trust Deed" means the Security Trust Deed originally dated 30 October 2006 and as amended and restated on or about the date of the Debenture and entered into between, among others, the Chargee, the Administrative Agent and the Charging Companies,

"Subsidiary Shares" means all shares owned by the Chargor (or held by any nominee(s) on their behalf) in any Loan Party, including, without limitation, any specified in Part I of Schedule 3 (Subsidiary Shares) and all shares owned by the Chargor in those of its Subsidiaries from time to time incorporated in England and

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Wales (including any received by way of Distribution Rights) but excluding any Capital Stock owned by the Company in any Non-Loan Party;

"VAT" means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2685515
CHARGE NO. 10**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 3 MARCH
2011 AND CREATED BY INSTANT CASH LOANS LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
NON-US OBLIGORS (OR ANY OF THEM) TO THE SECURED
PARTIES (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 12 MARCH 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 MARCH 2011

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES