

MG01

192103/65



Particulars of a mortgage or charge

A fee is payable with this form.

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



What this form is for

You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



What this form is NOT for

You cannot use this form to register particulars of a charge for a Scottish company. To do this, please use form MG01s

FRIDAY



1

Company details

Company number 0 4 3 3 2 4 7 6

Company name in full SPEEDLOAN FINANCE LIMITED (the "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 d1 d7 m1 m1 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 dated 17 November 2011 between the Charging Companies and the Security Trustee (the "Debenture").

4

Amount secured

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

Amount secured

All money or liabilities due, owing or incurred to any Secured Party by any Charging Company or any other Obligor under any Finance Document as at 17 November 2011 or in the future, in any manner whether 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 including all liabilities in connection with any notes, bills or other instruments accepted by any Secured Party for or at the request of an Obligor, and all losses incurred by any Secured Party in connection therewith, which are, or may become, due, owing or payable by any Obligor under or in connection with any Finance Document, except for any money or liability which, if it were so included, would cause the infringement of section 678 of the Companies Act 2006 (the "Indebtedness")

Continued on continuation page

Continuation page

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

MG01**Particulars of a mortgage or charge****5 Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

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

Name BARCLAYS BANK PLC

Address European Loans Agency, 5 The North Colonnade, London, as security trustee for itself and the other Secured Parties (the "Security Trustee")

Postcode E 1 4 4 B B

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

1 CHARGING CLAUSE**1 1 Fixed Charges**

The Company, as security for the payment of the Indebtedness, has charged in favour of the Security Trustee with full title guarantee the following assets, both as at 17 November 2011 and in the future, from time to time owned by it or in which it has an interest, by way of first fixed charge

(a) all the Subsidiary Shares and Investments and all corresponding Distribution Rights,

(b) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto,

(c) all Book Debts and all rights and claims against third parties and against any security in respect of those Book Debts,

(d) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of those debts and claims,

(e) all monies standing to the credit of its accounts (including the Cash Collateral Accounts and the Collection Accounts) with any bank, financial institution or other person and all rights related to those accounts,

(f) all its Intellectual Property,

(g) all rights and interest in the Hedging Agreements,

(h) the benefit of all consents and agreements held by it in connection with the use of any of its assets,

(i) its goodwill and uncalled capital, and

(j) if not effectively assigned by clause 3 3 (Security Assignment) of the Debenture, as set out in clause 1 3 below, all its rights and interests in (and claims under) the Assigned Agreements

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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 N/A

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 Ashurst 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 SMARTI/DJARRE/B180 00118/22376091

Company name
Ashurst LLP

Address Broadwalk House

5 Appold Street

Post town London

County/Region

Postcode E C 2 A 2 H A

Country England

DX 639 London City

Telephone +44 (0)20 7638 1111



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 mortgage or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

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

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4	Amount secured	
Amount secured	<p data-bbox="317 342 1051 374">Please give us details of the amount secured by the mortgage or charge</p> <p data-bbox="317 394 384 421">NOTE</p> <p data-bbox="317 452 552 479">In this Form MG01:</p> <p data-bbox="317 510 735 537">"Agent" means Barclays Bank PLC;</p> <p data-bbox="317 568 1401 624">"Assigned Agreements" means the Insurances and any other agreement designated as an Assigned Agreement by the Parent and the Security Trustee,</p> <p data-bbox="317 656 1358 683">"Book Debts" means all book and other debts arising in the ordinary course of trading,</p> <p data-bbox="317 714 922 741">"Borrower" means Albemarle & Bond Holdings plc,</p> <p data-bbox="317 772 1474 799">"Cash Collateral Accounts" means the Holding Account and the Mandatory Prepayment Account,</p> <p data-bbox="317 831 1493 887">"Charged Property" means the assets mortgaged, charged or assigned to the Security Trustee by the Debenture;</p> <p data-bbox="317 918 1490 996">"Charging Companies" means the Parent, each of the other companies listed in schedule 1 to the Debenture, as set out in schedule 1 hereto, and each company which grants security over its assets in favour of the Security Trustee by executing a Security Accession Deed,</p> <p data-bbox="317 1028 1398 1084">"Collection Accounts" means the bank accounts of the Company including those set out in schedule 4 to the Debenture, but excluding the Cash Collateral Accounts,</p> <p data-bbox="317 1115 1469 1171">"Declared Default" means an Event of Default which has resulted in the Agent exercising any of its rights under clause 24 18 (Acceleration) of the Facility Agreement,</p> <p data-bbox="317 1202 1493 1229">"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Trustee;</p> <p data-bbox="317 1261 1477 1429">"Distribution Rights" means all dividends, distributions and other income paid or payable on an Investment or Subsidiary Share, together with all shares or other property derived from that Investment or Subsidiary Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Investment or Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise);</p> <p data-bbox="317 1460 1442 1516">"Event of Default" means any event or circumstance specified as such in clause 24 (Events of Default) of the Facility Agreement,</p> <p data-bbox="317 1547 1493 1603">"Facility Agreement" means the Facility Agreement dated 17 November 2011 under which certain lenders have made available facilities to the Parent,</p> <p data-bbox="317 1635 1409 1691">"Finance Documents" means the Finance Documents as such term is defined in the Facility Agreement (including, for the avoidance of doubt, any Hedging Agreement),</p> <p data-bbox="317 1722 1409 1778">"Floating Charge Asset" means an asset charged under clause 3 2 (Floating Charge) of the Debenture, as set out in clause 1 2 of this form,</p> <p data-bbox="317 1809 1137 1836">"Group" means the Borrower and its Subsidiaries for the time being,</p> <p data-bbox="317 1868 1442 1946">"Guarantor" means an Original Guarantor or an Additional Guarantor (as both such terms are defined in the Facility Agreement), unless it has ceased to be a Guarantor in accordance with clause 26 (Changes to the Obligors) of the Facility Agreement;</p> <p data-bbox="317 1977 1417 2033">"Hedging Agreement" means the Hedging Agreement as such term is defined in the Facility Agreement,</p>	

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Particulars of a mortgage or charge

4	Amount secured	
Amount secured	Please give us details of the amount secured by the mortgage or charge	
	<p>"Holding Account" means an account</p> <p>(a) held by the Borrower with the Agent or Security Trustee,</p> <p>(b) identified in a letter between the Borrower and the Agent as a Holding Account, and</p> <p>(c) subject to Security in favour of the Security Trustee which Security is in form and substance satisfactory to the Security Trustee,</p> <p>(as the same may be redesignated, substituted or replaced from time to time),</p> <p>"Insurances" means all policies of insurance and all proceeds of them either as at 17 November 2011 or in the future held by, or written in favour of the Company or in which it is otherwise interested, but excluding any third party liability or public liability insurance and any directors and officers insurance,</p> <p>"Intellectual Property" means</p> <p>(a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may subsist as at 17 November 2011 or in the future), whether registered or unregistered, and</p> <p>(b) the benefit of all applications and rights to use such assets of each Obligor (which may subsist as at 17 November 2011 or in the future),</p> <p>"Investment" means any stock, share, debenture, loan stock, security, interest in any investment fund and any other comparable investment (whether or not marketable) whether owned directly by or to the order of the Company or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Subsidiary Shares), but excluding all shares in Albemarle & Bond Trustee Limited (CRN 03469876);</p> <p>"Mandatory Prepayment Account" means an interest-bearing account</p> <p>(a) held by the Borrower with the Agent or Security Trustee,</p> <p>(b) identified in a letter between the Borrower and the Agent as a Mandatory Prepayment Account,</p> <p>(c) subject to Security in favour of the Security Trustee which Security is in form and substance satisfactory to the Agent and Security Trustee, and</p> <p>(d) from which no withdrawals may be made by any members of the Group except as contemplated by the Facility Agreement,</p> <p>(as the same may be redesignated, substituted or replaced from time to time),</p> <p>"Obligor" means the Borrower or a Guarantor,</p> <p>"Parent" means Albemarle & Bond Holdings plc,</p> <p>"Quasi-Security" means Quasi-Security as such term is defined in clause 23 3 (Negative Pledge) of the Facility Agreement,</p> <p>"Receiver" means a receiver and manager or (if the Security Trustee so specifies in the relevant appointment) receiver in each case appointed under the Debenture,</p>	

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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>"Secured Parties" means the Secured Parties, as such term is defined in the Facility Agreement, any Receiver and any Delegate,</p> <p>"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;</p> <p>"Security Accession Deed" means a deed executed by a member of the Group substantially in the form set out in schedule 6 to the Debenture, with those amendments which the Security Trustee may approve or reasonably require,</p> <p>"Subsidiary" means a subsidiary within the meaning of either section 1159 of the Companies Act 2006 or a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006, which for this purpose shall be treated as providing that</p> <p>(a) an undertaking which has granted Security over its shares or other ownership interest in another undertaking, by which the recipient of the Security (or its nominee) holds legal title to that interest, shall nevertheless be treated as a member of that other undertaking, and</p> <p>(b) rights attached to the shares or other ownership interests which are subject to the Security shall be treated as held by the grantor of the Security, and</p> <p>"Subsidiary Shares" means all shares owned by the Company in its Subsidiaries, including those listed in schedule 2 to the Debenture, as set out in schedule 2 hereto, and as specified in any relevant Security Accession Deed, but excluding all shares in Albemarle & Bond Trustee Limited (CRN 03469876)</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	<p>1 2 Floating Charge</p> <p>As further security for the payment of the Indebtedness, the Company has charged with full title guarantee in favour of the Security Trustee by way of first floating charge all its assets as at 17 November 2011 and in future not effectively charged by way of first fixed charge under clause 3 1 (Fixed Charges) of the Debenture, as set out in clause 1.1 above, or assigned under clause 3 3 (Security Assignment) of the Debenture, as set out in clause 1 3 below.</p> <p>1 3 Security Assignment</p> <p>(a) As further security for the payment of the Indebtedness, the Company has assigned absolutely with full title guarantee to the Security Trustee all its rights, title and interest in the Assigned Agreements, provided that on payment or discharge in full of the Indebtedness the Security Trustee will at the request and cost of the Company re-assign the relevant rights, title and interest in the Assigned Agreements to the Company (or as it shall direct)</p> <p>(b) Until the occurrence of a Declared Default, but subject to clause 8 7 (Assigned Agreements) of the Debenture, the Company may continue to deal with the counterparties to the relevant Assigned Agreements.</p> <p>1 4 Conversion of Floating Charge</p> <p>If</p> <p>(a) a Declared Default has occurred, or</p> <p>(b) the Security Trustee is of the view that any legal process or execution is being enforced against any Floating Charge Asset or that any Floating Charge Asset is in danger of being seized or otherwise in jeopardy,</p> <p>the Security Trustee may, by notice to the Company, convert the floating charge created under the Debenture into a fixed charge as regards those assets which it specifies in the notice. The Company shall promptly following request by the Security Trustee execute a fixed charge or legal assignment over those assets in the form which the Security Trustee requires</p> <p>1 5 Automatic Conversion of Floating Charge</p> <p>If the Company creates (or purports to create) any Security (except as permitted by the Facility Agreement or with the prior consent of the Security Trustee) on or over any Floating Charge Asset without the prior consent in writing of the Security Trustee, or if any third party levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, the floating charge created under the Debenture will automatically (without notice) and immediately be converted into a fixed charge over the relevant Floating Charge Asset</p> <p>2 FURTHER ASSURANCE</p> <p>(a) The Company shall promptly (and at its own expense) do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Trustee may reasonably specify (and in such form as the Security Trustee may reasonably require in favour of the Security Trustee or its nominee(s))</p> <p>(i) to perfect the Security created or intended to be created under or evidenced by the Debenture or for the exercise of any rights, powers and remedies of the Security Trustee, any Receiver or the Secured Parties provided by or pursuant to the Debenture or by law,</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

- (ii) to confer on the Security Trustee or on the Secured Parties Security over any property and assets of the Company located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Debenture, and/or
- (iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by the Debenture
- (b) The Company shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Trustee or the Secured Parties by or pursuant to the Debenture

3 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

The Company may not

- (a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property, or
- (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than Floating Charge Assets on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so,

except as permitted by the Facility Agreement or with the prior consent of the Security Trustee

SCHEDULES

SCHEDULE 1 Charging Companies

Name	Registered Number
Albemarle & Bond Holdings plc	01979364
Albemarle & Bond Jewellers & Pawnbrokers Limited	01713670
Chantry Collections Limited	04332478
Herbert Brown & Son Limited	00408422
Speedloan Finance Limited	04332476

SCHEDULE 2 Subsidiary Shares

No Subsidiary Shares as at 17 November 2011



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4332476
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 17
NOVEMBER 2011 AND CREATED BY SPEEDLOAN FINANCE
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM ANY CHARGING COMPANY OR ANY OTHER
OBLIGOR TO ANY SECURED PARTY 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 25 NOVEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29 NOVEMBER
2011

DP



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES