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CHFP025

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legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

395

Pursuant to section 395 of the Companies Act 1985

12132313

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number



04992438

Name of company

* Money Partners Limited (the "**Chargor**") whose registered office is at Keaton House,
Widewater Place, Moorhall Road, Harefield, Uxbridge UB9 6NS

Date of creation of the charge

1 August 2007

Description of the instrument (if any) creating or evidencing the charge (note 2)

Fixed and Floating Charge Security Document (the "**Deed**") between the
Chargor and Kensington Group PLC (the "**Lender**")

Amount secured by the mortgage or charge

The Chargor has undertaken to pay all present and future moneys, debts and
liabilities due, owing or incurred by the Chargor to the Lender under any
Finance Document (as defined herein) (in each case, whether alone or
jointly, or jointly and severally, with any other person, whether actually
or contingently and whether as principal, surety or otherwise) (the
"Liabilities") when due in accordance with the terms of the relevant
Finance Documents (as defined herein)

Names and addresses of the mortgagees or persons entitled to the charge

Kensington Group PLC, a company incorporated in England and Wales whose
registered office is at 1 Sheldon Square, London

Postcode W2 6PU

Presentor's name address and
reference (if any)

Linklaters LLP
One Silk Street
London EC2Y 8HQ
Our ref RJAHL-073474
A08177867

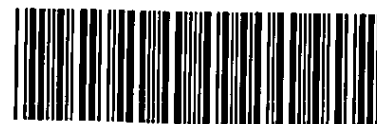
Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

FRIDAY



LD4

L1WW9S6L

17/08/2007

403

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see Schedule 1 on the Continuation Sheet

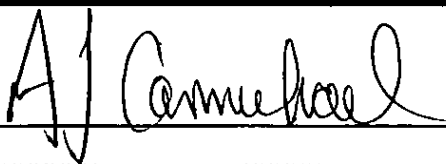
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legibly, preferably
in black type, or
bold block
lettering**

Particulars as to commission allowance or discount (note 3)

None

Signed



Date

17 August 2007

On behalf of ~~XXXXXXXX~~ (mortgagee/~~XXXXXX~~ † Linklaters LLP

*A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge
(See Note 5)*

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ

Continuation Sheet to Form 395 – Money Partners Limited**Schedule 1****Short Particulars of all the property mortgaged or charged****1 FIXED CHARGES AND ASSIGNMENTS****1.1 Creation of Fixed Charges**

The Chargor, with full title guarantee and as security for the payment of all Liabilities, has charged in favour of the Lender

- (a) by way of first legal mortgage, all Real Property in England and Wales now belonging to it,
- (b) by way of first fixed equitable charge, all other Real Property now belonging to it and all Real Property acquired by it in the future, and
- (c) by way of first fixed charge, all its present and future
 - (i) Book Debts,
 - (ii) Bank Accounts,
 - (iii) uncalled capital and goodwill,
 - (iv) beneficial interest in any pension fund, and
 - (v) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits

1.2 Assignments

The Chargor, with full title guarantee, has assigned absolutely to the Lender all its present and future rights, title and interest to and under the Assigned Contracts

2 FLOATING CHARGE**2.1 Creation**

The Chargor, with full title guarantee and as security for the payment of all Liabilities, has charged in favour of the Lender by way of first floating charge its undertaking and all its assets, both present and future (including assets expressed to be charged by Clause 1 (Fixed Charges and Assignments) above), subject always to Clause 2.2 below

2.2 Forward Flow Agreement

The parties have agreed that the Deed shall not create any Security over the Chargor's rights, title or interest under the Forward Flow Agreement nor, for the avoidance of doubt, does it assign, transfer, charge or deal in any way with the benefit of, or any of their rights or obligations under or interest in, the Forward Flow Agreement

3 SAVING PROVISIONS**3.1 Continuing Security**

Subject to Clause 19 of the Deed, the Charges are continuing Security and will extend to the ultimate balance of the Liabilities, regardless of any intermediate payment or discharge in whole or in part

4 RESTRICTIONS AND FURTHER ASSURANCE

4.1 Negative Pledge

The Chargor shall not create or permit to subsist any Security over any Charged Asset except for

- (a) the Charges,
- (b) any Permitted Encumbrance, and
- (c) any lien arising by operation of law and in the ordinary course of trading

4.2 Further Assurance

The Chargor shall promptly do whatever the Lender reasonably requires

- (a) to perfect or protect the Charges or the priority of the Charges, or
- (b) to facilitate the realisation of the Charged Assets or the exercise of any rights vested in the Lender or any Receiver,

including executing any transfer, conveyance, charge, assignment or assurance of the Charged Assets (whether to the Lender or its nominees or otherwise), making any registration and giving any notice, order or direction

Continuation Sheet to Form 395 - Money Partners Limited**Schedule 2****Definitions**

"Assigned Contracts" means any agreement assigned, or expressed to be assigned, to the Lender, including the Mortgage Sale Agreements, pursuant to Clauses 3.2 and 9 and Schedule 2 to the Deed

"Bank Accounts" of the Chargor means all current, deposit or other accounts with any bank or financial institution in which it now or in the future has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of those accounts,

"Book Debts" of the Chargor means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), now or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind,

"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets

"Charges" means all or any of the Security created or expressed to be created by or pursuant to the Deed

"Finance Document" means

- (a) the loan agreement between, *inter alia*, the Chargor and the Lender dated on or about 16 June 2004 as amended pursuant to an Amendment and Restatement Deed dated the date hereof, and as amended, restated, varied, novated or supplemented from time to time (the **"Loan Agreement"**),
- (b) the Indemnity Agreement,
- (c) the Deed,
- (d) any Security Document, and
- (e) any other document designated as such by the Lender and the Chargor,

"Forward Flow Agreement" means the forward flow agreement entered into between DB UK Bank Limited and the Chargor, and any other forward flow agreement entered into between the Chargor and a third party with the written consent of the Lender

"Insurances" of the Chargor means all contracts and policies of insurance of any kind now or in the future taken out by or on behalf of it or (to the extent of its interest) in which it now or in the future has an interest

"Liabilities" means all present and future moneys, debts and liabilities due, owing or incurred by the Chargor to the Lender under any Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise),

"Permitted Encumbrance" means any of the following encumbrances

- (a) liens arising solely by operation of law (or by an agreement to the same effect) and in the ordinary course of business,

- (b) mortgages or charges given by a subsidiary of an Obligor to a bank lender providing short term warehouse facilities entered into on open market terms for the provision of funds for the origination of mortgage loans to individuals,
- (c) except where the supplier is another member of the Group, encumbrances arising out of title transfer or retention provisions in a supplier's standard conditions of supply of goods acquired by the relevant person in the ordinary course of its business,
- (d) any encumbrance created pursuant to the Barclays Loan Facility Agreement or by a security document in relation to the said agreement,
- (e) the encumbrances created pursuant to the Fixed and Floating Charge Security Documents between each of the Obligors and the Lender
- (f) any other encumbrance created or outstanding with the prior consent of the Lender (not to be unreasonably withheld or delayed),
- (g) any encumbrance created pursuant to any subordination agreement entered into by a member of the Group with a bank or other financial institution subordinating such member of the Group's rights and obligations as lender under loans to any other member of the Group to the rights and obligations of that bank or other financial institution as lender to such other member of the Group provided that the only assets secured by any such encumbrance are the proceeds received by that member of the Group in repayment of such loans in contravention of the terms of the subordination agreement,
- (h) any netting or set-off arrangement entered into by any member of the Group with its commercial bankers for the purpose of netting debit and credit balances, or
- (i) any security arising under finance leases, hire purchase agreements, conditional sale agreements or other agreements for the acquisition of assets on deferred payment where the amounts payable in all circumstances do not exceed £1,000,000 in aggregate

"Real Property" means freehold and leasehold property in England and Wales and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all fixtures from time to time therein or thereon),

"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,

"Security Document" means the Deed and any other security document that may at any time be given as security for any of the Liabilities pursuant to or in connection with any Finance Document,

"Winding-up" means one of the events or circumstances mentioned in clause 13 7(a) of the Loan Agreement (but substituting "Borrower" for "Chargor"), or any analogous procedure or step in any jurisdiction

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No 04992438

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIXED AND FLOATING CHARGE SECURITY DOCUMENT DATED THE 1st AUGUST 2007 AND CREATED BY MONEY PARTNERS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO KENSINGTON GROUP PLC UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 17th AUGUST 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24th AUGUST 2007

A handwritten signature in black ink, appearing to be 'Rf' or similar.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES