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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

208292/52

# 395

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

5111

04992438

Name of company

\* Money Partners Limited (the **Chargor**)

Date of creation of the charge

23 November 2007

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

An Account Charge (relating to the warehouse facility agreement) dated 23  
November 2007 (the **Agreement**) between the Chargor and the Lender (as  
defined below)

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or  
contingent and whether owed jointly or severally or in any other capacity  
whatsoever) of Money Partners Finance Limited or the Chargor to the Lender  
under the Facility Agreement and the Agreement (the **Secured Liabilities**)

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

Goldman Sachs Credit Partners (Europe) Ltd (the **Lender**)  
c/o Goldman Sachs & Co. Inc , 1 New York Plaza, 46th Floor, New York, New  
York, USA

Postcode 10004

Presentor's name address and  
reference (if any)

Allen & Overy LLP  
One Bishops Square  
London

E1 6AO

Time critical reference

13427-02420/BK 7798022

For official Use (06/2005)  
Mortgage Section

Post room

FRIDAY



\*AJBCGVA1\*

A29

07/12/2007

COMPANIES HOUSE

382

Short particulars of all the property mortgaged or charged

See attached continuation sheets

Please do not  
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*Please complete  
legibly, preferably  
in black type, or  
bold block  
lettering*

Particulars as to commission allowance or discount (note 3)

Nil

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

Signed Allen & Overy LLP

Date 6 December 2007

On behalf of ~~XXXXXXXX~~ [mortgagee/chargee] †

† 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**

## SHORT PARTICULARS OF ALL THE PROPERTY TO BE MORTGAGED OR CHARGED

### 1. CREATION OF SECURITY

#### 1.1 General

The security created under the Agreement

- (i) is created in favour of the Lender,
- (ii) is security for the payment of all the Secured Liabilities, and
- (iii) is created over present and future assets of the Chargor

#### 1.2 Credit balances

The Chargor, as beneficial owner and as continuing security for the payment and discharge of all Secured Liabilities, charges and agrees to charge by way of a first fixed charge all of its rights in respect of any amount standing to the credit of each of the Proceeds Accounts (together with any fixed or time deposits from time to time created or funded out of any amount standing to the credit of any of such Proceeds Accounts) and the debt represented by it in favour of the Lender

#### 1.3 Floating charge

- (i) The Chargor charges by way of floating charge all Security Assets not at any time otherwise effectively mortgaged, charged or assigned by way of legal charge or assignment under this paragraph. Except as provided by paragraph (ii) below, by notice to the Chargor the Lender may convert the floating charge created by this paragraph into a fixed charge as regards any of the Chargor's assets specified in that notice, if

- (i) an Event of Default is outstanding, or
- (ii) the Lender considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy

- (ii) The floating charge created by this paragraph may not be converted into a fixed charge solely by reason of

- (i) the obtaining of a moratorium, or
- (ii) anything done with a view to obtaining a moratorium,

under the Insolvency Act 2000

- (iii) The floating charge created by this paragraph will automatically convert into a fixed charge over all of the Chargor's Security Assets if an administrator is appointed or the Lender receives notice of an intention to appoint an administrator

- (iv) The floating charge created by this paragraph is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986

## 2. RESTRICTIONS ON DEALINGS

The Chargor must not

- (i) create or permit to subsist any Security Interest on any Security Asset,
  - (ii) sell, transfer, license, lease or otherwise dispose of any Security Asset or grant any right in favour of a third party over any Security Asset, or
  - (iii) make any withdrawal from a Proceeds Account without the prior consent of the Lender,
- or agree to do any of the foregoing

## 3. DEFINITIONS

**Account Bank** means, in relation to a Proceeds Account, the bank with which such Proceeds Account is maintained

**Event of Default** means an event specified as such in the Facility Agreement

**Facility Agreement** means the £100,000,000 warehouse credit facility between, among others, the Chargor, Money Partners Finance Limited and Goldman Sachs Credit Partners (Europe) Ltd dated on or about the date of the Agreement and includes all amendments and supplements to it

**Proceeds Account** means each of the following

- (a) the account of the Chargor, Account Number 70843814 Sort Code 201990,
  - (b) the account of the Chargor, Account Number 20546046 Sort Code 201990, and
  - (c) the account of the Chargor, Account Number 90697141 Sort Code 201990,
- and
- (i) if there is a change of Account Bank, any account into which all or part of the credit balance from any such Proceeds Account is transferred, and
  - (ii) any account which is a successor to any such Proceeds Account on any re-numbering or re-designation of accounts and any account into which all or part of the balance from any such Proceeds Account is transferred for investment or administrative purposes

**Security Assets** means all assets of the Chargor the subject of any security created by the Agreement

**Security Interest** means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect

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 AN ACCOUNT CHARGE DATED THE 23rd NOVEMBER 2007 AND CREATED BY MONEY PARTNERS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY OR MONEY PARTNERS FINANCE LIMITED TO GOLDHAM SACHS CREDIT PARTNERS (EUROPE) LTD ON ANY ACCOUNT WHATSOEVER 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 7th DECEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13th DECEMBER 2007

*f. Stacey*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES