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Please complete
legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

208291/52

395

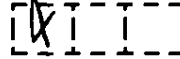
A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



4992438

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)

A Security Agreement (Sub-charge) dated 23 November 2007 (the **Agreement**)
between the Chargor and the Security Agent (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 the Chargor to the Security Agent under each Finance
Document to which the Chargor is a party except for any obligation which,
if it were so included, would result in the Agreement contravening Section
151 of the Companies Act 1985 (the **Secured Obligations**)

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

Archon Group, L P (the **Security Agent**)
133 Fleet Street, London

Postcode EC4A 2BB

Presentor's name address and
reference (if any)

Allen & Overy LLP
One Bishops Square
London

E1 6AO

Time critical reference

13427-02420/BK 7795677

For official Use (06/2005)

Mortgage Section

Post room

FRIDAY



A29

07/12/2007

COMPANIES HOUSE

383

Short particulars of all the property mortgaged or charged

See attached continuation sheets

Please do not
write in
this margin

*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 situated 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. FIRST FIXED CHARGES

The Chargor charges at law in favour of the Security Agent with the payment of monies secured by the Agreement the indebtedness secured by the Registered Charges

Tqs.

2. NEGATIVE PLEDGE

The Chargor may not without the prior consent of the Security Agent, create or permit to subsist any Security Interest on any Charged Asset except as permitted in Clause 17.5 (Negative Pledge) of the Facility Agreement

3. ADDITIONAL REGISTERED CHARGES

3.1 Immediately upon the completion of any Registered Charge granted in connection with a Mortgaged Property in England and Wales, after the date of the Agreement, the Chargor undertakes to

- (a) deliver to the Solicitors a completed Deed of Sub Charge,
- (b) register the completed Deed of Sub Charge at Companies House within 21 days, and
- (c) register the completed Deed of Sub Charge at the Land Registry within the relevant priority period

3.2 Immediately upon the completion of any Registered Charge granted in connection with a Mortgaged Property in Scotland, after the date of the Agreement, the Chargor undertakes to

- (a) deliver to the Scottish Solicitors a completed and fully executed Scottish Standard Security,
- (b) to submit the Scottish Standard Security for registration at the Registers of Scotland within 2 days of the completion, or in the case of Mortgage Loans for the purchase of the Property in question where the Mortgagor has instructed his own solicitors to submit the appropriate settlement documentation to the Registers of Scotland, within 2 days of receipt of the conveyance in favour of the Mortgagor and the SDLT Certificate and other relevant settlement documentation from the Mortgagor's solicitors and in any event within the period provided for in the Letter of Obligation (in the form agreed and annexed as Schedule 4 to the Retainer Agreement dated on or about the date of the Agreement between, among others, the Chargor, the Security Agent and the Scottish Solicitors) granted in favour of the Scottish Solicitors, and
- (c) submit the Scottish Standard Security for registration at Companies House within 2 days of receipt of the confirmed date of registration/recording of the Scottish Standard Security from the Registers of Scotland and in any event within 21 days of the date of recording/registration of the Scottish Standard Security at the Registers of Scotland

4. DEFINITIONS

Account Charge means the charge entered into on or about the date of the Facility Agreement between the Chargor and the Lender

Charged Assets means all assets, rights and property of the Chargor the subject of the security created or intended to be created by the Agreement

Collateral Security means all security created and executed by a mortgagor in respect of its obligations to the Chargor under a Mortgage Loan, including without limitation

- (a) all Security Interests in respect of a Property,
- (b) any associated rights or interests, any guarantee or insurance policy, and

any other assignment, assignation, notification or deposit which may be effected in connection with the securing of the relevant Mortgage Loans

Deed of Priority means the deed of priority dated on or about the date of the Facility Agreement between Money Partners Limited, the Lender and Kensington Group Plc

Deed of Sub Charge means a deed of sub charge in the form set out in Schedule 1 Part 1 to the Agreement

Facility Agreement means the £100,000,000 warehouse credit facility agreement dated on or about the date of the Agreement between the Chargor, the Security Agent, the Lender and others

Finance Document means

- (a) the Facility Agreement,
- (b) a Security Document,
- (c) the Deed of Priority, and

any other document designated as such by the Lender and the Chargor

GS Standard Security means a standard security to be granted by the Chargor (or on its behalf) in favour of the Security Agent

Lender means Goldman Sachs Credit Partners (Europe) Ltd

Mortgage Loan means any loan made by the Chargor to a third party which is secured by Collateral Security and the beneficial title to which has been transferred to the Chargor under the Mortgage Sale Agreement

Mortgage Sale Agreement means the mortgage sale agreement between the Chargor and Money Partners Finance Limited dated on or about the date of the Facility Agreement

Mortgaged Property means the freehold, and leasehold property in England and Wales or heritable or long leasehold property located in Scotland intended to be mortgaged and charged pursuant to the Agreement and any other freehold, heritable or leasehold property the subject of the security under the Agreement

Mortgagor means the person named as the borrower or mortgagor under any Mortgage Loan or any other person who assumes the payment obligations of a borrower under any such Mortgage Loan

Property means all freehold or leasehold property in England or Wales or freehold leasehold property in Scotland over which the obligations of a Mortgage Loan are secured

Registered Charge means each charge by way of legal mortgage, mortgage, pledge, assignment, assignation and charge and security granted by a Mortgagor in favour of the Chargor, both present and future, securing repayment of the Mortgage Loan or any part thereof

Scottish Solicitors means Turner Macfarlane Green, a division of Optima Legal Services Limited, RWF House, 5 Renfield Street, Glasgow G2 5EZ

Scottish Standard Security means a standard security in the form set out in Schedule 1 Part 2 of the Agreement

Security Documents means

- (i) the Facility Agreement,
- (ii) the Agreement and each Sub-Charge,
- (iii) the Account Charge, and

any other document evidencing or creating security over any asset of the Chargor to secure any obligation of the Chargor to the Lender or the Security Agent under the Finance Documents

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

Solicitors means Ellistons LLP (LLP Number OC308533) of 51-53 The Broadway, Stanmore, Middlesex, HA7 4DJ

Sub-Charge means a sub-charge between the Chargor and the Security Agent or in the case of Property located in Scotland, the GS Standard Security

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 SECURITY AGREEMENT DATED THE 23rd NOVEMBER 2007 AND CREATED BY MONEY PARTNERS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ARCHON GROUP L P (SECURITY AGENT) 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