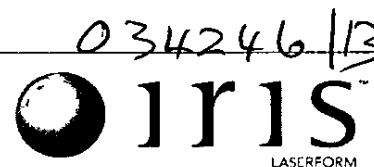


MG01

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



A23 *AJL79QZJ* 57
21/01/2011
COMPANIES HOUSE

1 Company details

Company number 0 7 3 1 0 0 5 9

Company name in full Moneyplus Group Limited (previously Moneyplus 2010 Limited)
(the Company)

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 01 04 2011

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 14 January 2011 between the Company and Total Asset Limited (the Lender),
(the Debenture)

4 Amount secured

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

Amount secured All moneys and all obligations and liabilities whether actual or
contingent, now or hereafter due, owing or incurred to the Lender by
the Company, including but not limited to any liabilities and
obligations of the Company arising from time to time under the terms
of any of the Agreements, the Novation Agreement or this Debenture
or any variation, extension, renewal or replacement thereof when the
same are due and all loans or advances from time to time made to
the Company by the Lender from time to time together with interest to
the date of payment at the rates and upon the terms set out therein
and all commission, fees and other charges and all legal and other
costs and expenses incurred by the Lender in relation to the
Company or the assets hereby charged on a full indemnity basis (the
Secured Obligations)

Continuation page

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

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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 **Total Asset Limited (Lender)**Address **Dunure, Chester Road, Higher Walton, Warrington, Cheshire**Postcode **W A 4 5 L P**

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

Charging Provisions

The Company with full title guarantee charged to the Lender as a continuing security for the payment of all moneys and the discharge of the Secured Obligations and all obligations and liabilities covenanted to be paid or otherwise secured

First any freehold and leasehold property of the Company both present and future and all buildings and fixtures (including trade fixtures) from time to time on any such property and all liens, charges, options, agreements, rights and interests over land both present and future

Secondly all plant, machinery, vehicles, computers and office and other equipment of the Company both present and future and all spare parts, replacements, modifications and additions for the same and the full benefit of all warranties and maintenance contracts for any of the same, but excluding stock in trade of the Company

Thirdly all stocks, shares, bonds and securities of any kind whatsoever whether marketable or otherwise and all other interests including but not limited to loan capital of the Company both present and future in any company, firm, consortium or entity wheresoever situate including all allotments, accretions, offers, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of the same whether by way of conversion, redemption, bonus, preference, option, dividend, interest or otherwise in respect thereof

(See continuation sheet)

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Particulars of a mortgage or charge

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 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).

9 Signature

Please sign the form here

Signature

Signature

X Hill Dickinson LLP

X

This form must be signed by a person with an interest in the registration of the charge

MG01

Particulars of a mortgage or charge



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 Edward Locke

Company name Hill Dickinson LLP

Address

Post town

County/Region

Postcode

M

2

2

A

S

Country

DX DX 14487 Manchester 2

Telephone 0161 817 7200



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 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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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

Fourthly all book and other debts, insurance or other claims both present and future (including any monies standing to the credit of the Charged Account from time to time, any other bank deposits and credit balances and all things in action) due or owing or which may become due or owing to or purchased or otherwise acquired by the Company and the full benefit of all rights and remedies relating thereto, including but not limited to any negotiable or non-negotiable instruments, guarantees, indemnities, debentures, legal and equitable charges and other security reservation of proprietary rights, rights of tracing liens and all other rights and remedies of whatsoever nature in respect of the same

Fifthly the uncalled capital, goodwill and all patents, patent applications, inventions, trade marks, trade names, registered designs, copyrights, know how and other intellectual property rights, and all licences and ancillary rights and benefits including all royalties, fees and other income deriving from the same both present and future of the Company

Sixthly the undertaking and all other property, assets and rights of the Company wheresoever both present and future including but not limited to the stock in trade of the Company wheresoever and the premises First Secondly Thirdly Fourthly and Fifthly described (if and in so far as the charges thereon contained within the Debenture shall for any reason be ineffective as fixed charges)

The charges created shall as regards the premises First Secondly Thirdly Fourthly and Fifthly described be fixed charges, and as to the premises Sixthly described shall be a floating charge (subject to clause 3 4 of the Debenture) The Lender may at any time by notice in writing to the Company convert such floating charge into a fixed charge as regards any assets specified in the notice

Prior to a demand hereunder, the proceeds of the assets Fourthly charged shall on payment into the Lender account in accordance with clause 4 2 of the Debenture be automatically released from the fixed charge created by the charging provisions outlined above without the need for any other act or the execution of any document by either party, but shall be subject to the floating charge on the Company's undertaking and assets created by the charging provisions outlined above

Notwithstanding anything herein contained, if the Company subsequently charges, pledges or otherwise encumbers (whether by way of fixed or floating security) any of the Charged Assets Sixthly described in clause 3 1 of the Debenture or attempts so to do without the prior consent in writing of the Lender, or if any person levies or attempts to levy any distress, execution, sequestration or other process against any of the Charged Assets Sixthly described in such clause, the charge hereby created over the assets the subject thereof shall automatically without notice operate as a fixed charge instantly such event occurs

The Company covenanted that it will not without the prior consent in writing of the Lender, such consent not to be unreasonably withheld

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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

- (a) sell, assign, discount, factor, pledge, charge or otherwise dispose of the premises Fourthly described or any part thereof, or deal with the same otherwise than in accordance with the Debenture,
- (b) create or attempt to create, or permit to subsist subsequent to this deed, any mortgage, debenture, charge or pledge upon or permit any lien or encumbrance (save a lien arising by operation of law in the ordinary course of trading) to arise on or affect the Charged Assets, or
- (c) that in the event of the Lender consenting in writing to the Company entering into a lease of any part of the Charged Assets it will not with the Lender's prior written consent terminate, accept a surrender of or in any way materially vary the terms of such lease nor agree, nor fix any rent on any review under the terms of the lease

The Debenture contains a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by or under the Debenture

Further Assurance

The Company shall at any time, if and when required by the Lender, execute such further legal or other mortgages, fixed or floating charges or assignments in favour of the Lender, as the Lender shall from time to time require over all or any of the Charged Assets both present and future, including but not limited to assets specified in any notice converting the floating charge into a fixed charge, all freehold, leasehold and heritable properties present and future, and the book and other debts, revenues and claims of the Company, and all rights and remedies relating thereto both present and future (including any vendor's lien) to secure all moneys, obligations and liabilities hereby covenanted to be paid or otherwise hereby secured, or to facilitate the realisation of the Charged Assets, or the exercise of the powers conferred on the Lender or a receiver appointed by it such further mortgages, charges or assignments to be prepared by or on behalf of the Lender at the cost of the Company, and to contain an immediate power of sale without notice a clause excluding Section 93 and the restrictions contained in Section 103 of the Law of Property Act 1925 and such other clauses for the benefit of the Lender as the Lender may reasonably require

Definitions

Agreements means the First Loan Agreement, the Second Loan Agreement, the Third Loan Agreement, the Fourth Loan Agreement, the Patronus Loan Agreement and the Moneyplus Loan Agreement, as novated to the Company pursuant to the Novation Agreements,

Charged Account means the bank account in the name of Moneyplus 2010 Limited at The Royal Bank of Scotland Plc with account number 10202365 and sort code 16-22-27,

Charged Assets the undertaking, property revenues, assets and rights charged, mortgaged or assigned (or intended to be charged, mortgaged or assigned) pursuant to clause 3.1 of the Debenture,

Novation Agreements means (1) the novation agreement dated 14 January 2011 between

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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

the Lender, the Company and Fidelitas whereby Fidelitas novates the First Loan Agreement, the Second Loan Agreement, the Third Loan Agreement and the Fourth Loan Agreement (including Fidelitas's obligations and liabilities in respect of the same) to the Company and the Company accepts the novation, (2) the novation agreement dated on or about the date of this Debenture between the Lender, the Company and Patronus whereby Patronus novates the Patronus Loan Agreement (including Patronus's obligations and liabilities in respect of the same) to the Company and the Company accepts the novation, (3) the novation agreement dated on or about the date of this Debenture between the Lender, the Company and MGL whereby MGL novates the Moneyplus Loan Agreement (including MGL's obligations and liabilities in respect of the same) to the Company and the Company accepts the novation (and **Novation Agreement** shall be interpreted accordingly)



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7310059
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 14 JANUARY
2011 AND CREATED BY MONEYPLUS GROUP LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY (FORMERLY KNOWN AS MONEYPLUS 2010
LIMITED) TO TOTAL ASSET LIMITED 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 21 JANUARY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 JANUARY
2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES