

FORM OF CERTIFICATE OF TRANSFER

MOTO FINANCE PLC
Toddington Services Area
Junction 11-12 M1 Southbound
Toddington, Bedfordshire, LU5 6HR
United Kingdom

[*Transfer Agent/Trustee/Registrar address block*]

Re: £176,000,000 10¼% Second Lien Notes due 2017 of Moto Finance plc

Reference is hereby made to the Indenture, dated as of [•] 2011 (the “*Indenture*”), between, among others, Moto Finance plc, public limited company incorporated under the laws of England and Wales (the “*Issuer*”), Wilmington Trust FSB as Trustee, Citibank N.A., London Branch, Principal Paying Agent and Transfer Agent, Citibank Global Markets Deutschland AG as Registrar, and Wilmington Trust SP Services as Luxembourg Listing Agent. Capitalized terms used but not defined herein shall have the meanings given to them in the Indenture.

_____, (the “*Transferor*”) owns and proposes to transfer the Note[s] or interest in such Note[s] specified in Annex A hereto, in the principal amount of £_____ in such Note[s] or interests (the “*Transfer*”), to _____ (the “*Transferee*”), as further specified in Annex A hereto. In connection with the Transfer, the Transferor hereby certifies that:

[CHECK ALL THAT APPLY]

1. **Check if Transferee will take delivery of a Book-Entry Interest in the 144A Global Note or a Definitive Registered Note pursuant to Rule 144A.** The Transfer is being effected pursuant to and in accordance with Rule 144A under the United States Securities Act of 1933, as amended (the “*US Securities Act*”), and, accordingly, the Transferor hereby further certifies that the beneficial interest or the Book-Entry Interest or Definitive Registered Note is being transferred to a Person that the Transferor reasonably believed and believes is purchasing the beneficial interest or the Book-Entry Interest or Definitive Registered Note for its own account, or for one or more accounts with respect to which such Person exercises sole investment discretion, and such Person and each such account is a “qualified institutional buyer” within the meaning of Rule 144A under the US Securities Act in a transaction meeting the requirements of Rule 144A under the US Securities Act and such Transfer is in compliance with any applicable blue sky securities laws of any state of the United States. Upon consummation of the proposed Transfer in accordance with the terms of the Indenture, the transferred beneficial interest or the Book-Entry Interest or Definitive Registered Note will be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the 144A Global Note and/or the Definitive Registered Note and in the Indenture and the US Securities Act.

2. **Check if Transferee will take delivery of a Book-Entry Interest in the Regulation S Global Note or a Definitive Registered Note pursuant to Regulation S.** The Transfer is being effected pursuant to and in accordance with Rule 903 or Rule 904 under the US Securities Act and, accordingly, the Transferor hereby further certifies that (i) the Transfer is not being made to a person in the United States and (x) at the time the buy order was originated, the Transferee was outside the United States or such Transferor and any Person acting on its behalf reasonably believed and believes that the Transferee was outside the United States or (y) the transaction was executed in, on or through the facilities of a designated offshore securities market, (ii) such Transferor does not know that the transaction was prearranged with a buyer in the United States, (iii) no directed selling efforts have been made in connection with the Transfer in contravention of the

requirements of Rule 903(b) or Rule 904(b) of Regulation S under the US Securities Act, (iv) the transaction is not part of a plan or scheme to evade the registration requirements of the US Securities Act and (v) if the proposed transfer is being effected prior to the expiration of a Restricted Period, the transferee is not a US Person, as such term is defined pursuant to Regulation S of the Securities Act, and will take delivery only as a Book-Entry Interest so transferred through Euroclear or Clearstream. Upon consummation of the proposed transfer in accordance with the terms of the Indenture, the transferred Book-Entry Interest or Definitive Registered Note will be subject to the restrictions on Transfer enumerated in the Private Placement Legend printed on the Regulation S Global Note and/or the Definitive Registered Note and in the Indenture and the US Securities Act.

3. **Check and complete if Transferee will take delivery of a Book-Entry Interest in a Global Note or a Definitive Registered Note pursuant to any provision of the US Securities Act other than Rule 144A or Regulation S.** The Transfer is being effected in compliance with the transfer restrictions applicable to Book-Entry Interests in Global Notes and Definitive Registered Notes and pursuant to and in accordance with the US Securities Act and any applicable blue sky securities laws of any state of the United States.

This certificate and the statements contained herein are made for your benefit and the benefit of the Issuer.

[Insert Name of Transferor]

By: _____

Name:

Title:

Dated: _____

ANNEX A TO CERTIFICATE OF TRANSFER

1. The Transferor owns and proposes to transfer the following:

[CHECK ONE OF (a) OR (b)]

“ a Book-Entry Interest in the:

- (i) “ 144A Global Note (ISIN _____), or
- (ii) “ Regulation S Global Note (ISIN _____).

2. After the Transfer the Transferee will hold:

[CHECK ONE]

(a) “ a Book-Entry Interest in the:

- (i) “ 144A Global Note (ISIN]_____), or
- (ii) “ Regulation S Global Note (ISIN _____).

in accordance with the terms of the Indenture.

FORM OF CERTIFICATE OF EXCHANGE

MOTO FINANCE PLC
Toddington Services Area
Junction 11-12 M1 Southbound
Toddington, Bedfordshire, LU5 6HR
United Kingdom

[Transfer Agent/Trustee/Registrar address block]

Re: £176,000,000 10¼% Second Lien Notes due 2017 of Moto Finance plc

(ISIN _____; Common Code _____)

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_____, (the “*Owner*”) owns and proposes to exchange the Note[s] or interest in such Note[s] specified herein, in the principal amount of £_____ in such Note[s] or interests (the “*Exchange*”). In connection with the Exchange, the Owner hereby certifies that:

1. • **Check if Exchange is from Book-Entry Interest in a Global Note for Definitive Registered Notes.** In connection with the Exchange of the Owner’s Book-Entry Interest in a Global Note for Definitive Registered Notes in an equal amount, the Owner hereby certifies that such Definitive Registered Notes are being acquired for the Owner’s own account without transfer. The Definitive Registered Notes issued pursuant to the Exchange will bear the Private Placement Legend and will be subject to restrictions on transfer enumerated in the Indenture and the US Securities Act.

2. • **Check if Exchange is from Definitive Registered Notes for Book-Entry Interest in a Global Note.** In connection with the Exchange of the Owner’s Definitive Registered Notes for Book-Entry Interest in a Global Note in an equal amount, the Owner hereby certifies that such Book-Entry Interest in a Global Note are being acquired for the Owner’s own account without transfer. The Book-Entry Interests transferred in exchange will be subject to restrictions on transfer enumerated in the Indenture and the US Securities Act.

This certificate and the statements contained herein are made for your benefit and the benefit of the Issuer.

[Insert Name of Transferor]

By: _____
Name:
Title:

Dated: _____

ANNEX A TO CERTIFICATE OF EXCHANGE

1. The Owner owns and proposes to exchange the following:

[CHECK ONE OF (a) OR (b)]

(a) No. _____ in the: • a Book-Entry Interest held through Euroclear/Clearstream Account

(i) • 144A Global Note (ISIN _____), or

(ii) • Regulation S Global Note (ISIN _____), or

(b) • a Definitive Registered Note.

2. After the Exchange the Owner will hold:

[CHECK ONE]

(a) No. _____ in the: • a Book-Entry Interest held through Euroclear/Clearstream Account

(i) • 144A Global Note (ISIN _____), or

(ii) • Regulation S Global Note (ISIN _____), or

(b) • a Definitive Registered Note.

in accordance with the terms of the Indenture.