

108110/13
MG01

Particulars of a mortgage or charge



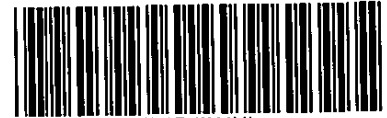
A fee is payable with this form.

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
company. To do this, please
use form MG01s

FRIDAY



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15/06/2012

#57

COMPANIES HOUSE

1 Company details

Company number 0 4 0 0 1 9 1 5

Company name in full, Travelex 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 ☒ d0 d7 m0 m6 y2 y0 y1 y2

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 Share pledge agreement in respect of shares in the Corporation dated 7
June 2012 granted by the Company in favour of the Lloyds TSB bank plc as
Security Trustee (the "Pledge Agreement")

4 Amount secured

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

Amount secured 81 x 10
All obligations owed in respect of:
(a) the Senior Bank Liabilities;
(b) the Senior Hedging Liabilities; and
(c) the Senior TC Liabilities
(the "**Secured Obligations**").

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

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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 Lloyds TSB Bank plc (the "Security Trustee") /

Address 150 Fountainbridge

Edinburgh

Postcode E H 3 9 P E

Name

Address

Postcode

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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

The pledge

Under the Pledge Agreement the Company assigned, conveyed, mortgaged, pledged, hypothecated, and charged in favour of the Security Trustee, and granted a security interest to the Security Trustee in, as and by way of a fixed and specific security, all of the Collateral as continuing security for the due payment and performance of the Secured Obligations. The parties to the Pledge Agreement intended that the Collateral shall include all Collateral which is at the date of the Pledge Agreement and thereafter owned or subsequently acquired by any successor of the Company

Negative pledge and further assurance

The Pledge Agreement contains a negative pledge and covenants for further assurance.

DEFINITIONS

In this form MG01:

"Affiliate" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

"Agent" means Lloyds TSB Bank plc.

"Capital Stock" means (i) common shares, preferred shares or other equivalent equity interests (howsoever designated) of capital stock of a body corporate, (ii) equity, preferred or common interests in a limited liability company, (iii) member or shareholder interests in an unlimited company or unlimited liability company, (iv) limited or general partnership interests in a limited or general partnership, (v) trust units or other beneficial interests in a business, charitable or other

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| 6 | Short particulars of all the property mortgaged or charged |
|-------------------|---|
| | Please give the short particulars of the property mortgaged or charged |
| Short particulars | <p>other trust, (vi) any other interest that confers the right to receive a share of the profits and/or losses of, or the distribution of assets of, any Person and (vii) any other interest equivalent to any of the interests referred to in any of Clauses (i) to (vi) inclusive of this definition.</p> <p>"Certificated Security" has the meaning ascribed thereto by the STA.</p> <p>"Charged Property" means all of the assets of the obligors which from time to time are, or are expressed to be, the subject of the Transaction Security</p> <p>"Collateral" means:</p> <ul style="list-style-type: none"> (a) the Original Securities, (b) any other securities issued by an Issuer in which the Company now or hereafter has rights, (c) any other personal property which the Security Trustee agrees to hold as collateral hereunder in substitution for or in addition to the Collateral described elsewhere in this definition, (d) all Security Certificates and instruments evidencing or representing any Original Securities or any other securities issued by an Issuer hereafter owned or acquired by the Company that are Certificated Securities in registered form registered in the name of the Company or its nominee, (e) all Collateral Rights, (f) all Distributions, whether held in a general or special account or deposit or for safekeeping or otherwise, (g) all Dividends, (h) all proceeds of any Collateral described elsewhere in this definition, (i) all rights of the Company in and to any of the foregoing Collateral, and any item or part of any of the foregoing <p>Notwithstanding the foregoing, "Collateral" shall not include any member or shareholder interests in any unlimited company incorporated or otherwise constituted under the laws of the Province of Nova Scotia or any similar body corporate formed under the laws of any other jurisdiction whose members or shareholders may at any time become responsible for any of the obligations of that body corporate under the laws, statute, regulations or agreements governing its formation or existence.</p> <p>"Collateral Right" means any right that a holder of Collateral may exercise now or in the future in relation to such Collateral, whether pursuant to the constating documents of an Issuer, any shareholder, partnership or trust agreement or any other agreement affecting rights in</p> |

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

any shares of any Issuer, or otherwise, including the right to receive all Distributions and Dividends declared or payable on or in respect of Collateral and proceeds of Collateral, the right to vote Collateral, any right to acquire more Collateral of any Issuer, any right to convert or exchange Collateral for any other securities or other property and any dissent and appraisal rights associated with Collateral

"Corporation" means Travelex Canada Limited /Travelex Canada Limitée and its successors.

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Trustee.

"Distribution" means (i) any and all securities hereafter issued by any Issuer to any holder of Collateral, (ii) any payment or distribution made, or amount or property received, in respect of Collateral described elsewhere in this definition, whether in cash, in kind or in shares, notes, debentures, instruments, securities or any other form of property, including any property received in exchange therefor, (iii) any money, funds or property arising from the renewal or reinvestment of Collateral described elsewhere in this definition, (iv) any Redemption Payment, but excluding any Dividend, and (v) any proceeds of any item or part of any Collateral described elsewhere in this definition.

"Dividend" means any cash dividend declared out of profits, distributable cash or other like measure of an Issuer in the ordinary course on Capital Stock comprised in Collateral.

"Facility" means the revolving credit facility made available under the Senior Facility Agreement.

"Governmental Body" means any international tribunal, agency, body, commission or other authority (including that of any union of nations), any government, executive, parliament, legislature or local authority, or any governmental body, ministry, department or agency or regulatory authority, court, tribunal, commission or board of or within Canada or any foreign jurisdiction, or any political subdivision of any thereof or any authority having jurisdiction therein.

"Group Companies" means TP Financing 4 Limited and each of its Subsidiaries (other than the TC Group).

"Hedge Counterparty" means a Senior Lender or an Affiliate of a Senior Lender in its capacity as a party to any Hedging Agreement provided that if a Senior Lender ceases to be a Senior Lender after the date of the Intercreditor Agreement, it shall remain party to the Intercreditor Agreement in its capacity as Hedge Counterparty for as long as the Senior Hedging Liabilities owed to it remain outstanding

"Hedging Agreement" means any agreement entered into by an obligor with a Hedge Counterparty in respect of a Treasury Transaction or a Soft Exposure

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| Short particulars | <p>Facility in accordance with the terms of the Senior Facility Agreement</p> <p>"Holding Company" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.</p> <p>"Indebtedness" means, in relation to a person, its obligations (whether present or future, actual or contingent, as principal or surety) for the payment or repayment of money (whether in respect of principal, interest or otherwise)</p> <p>"Intercreditor Agreement" means the intercreditor agreement dated 1 June 2012 between, among others, TP Financing 4 Limited as the company, TP Financing 3 Limited as holdco, Lloyds TSB Bank plc as senior facility agent and security trustee and the financial institutions named therein as original senior lenders.</p> <p>"Issuer" means (i) the Corporation and (ii) any successor to the Corporation by way of amalgamation or continuance.</p> <p>"Original Securities" means 250,800 common shares in the share capital of the Corporation and any item or part thereof</p> <p>"Person" means an individual, corporation, company (limited, unlimited, unlimited liability or other), limited liability corporation, other body corporate, estate, limited or general partnership, trust, trustee, joint venture, other legal entity, unincorporated association or Governmental Body.</p> <p>"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or part of the Charged Property.</p> <p>"Redemption Payment" means any payment or distribution made, or amount of payment received, in connection with (i) a maturity, redemption or retraction of Collateral, (ii) any statutory arrangement involving an Issuer, (iii) a partial or total liquidation, winding up, bankruptcy, proposal or dissolution of any Issuer, (iv) a reduction of capital, capital surplus or paid-in-surplus by any Issuer, or (v) the purchase by any Issuer of Collateral.</p> <p>"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.</p> <p>"Security Certificate" has the meaning given to it in the STA</p> <p>"Senior Agent" means Lloyds TSB Bank plc</p> <p>"Senior Bank Creditors" means the Senior Lenders, the Senior Agent, the Security Trustee and any other Receiver or Delegate</p> <p>"Senior Bank Liabilities" means all present and future sums, liabilities</p> | |

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Particulars of a mortgage or charge

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| | Please give the short particulars of the property mortgaged or charged | |
| Short particulars | <p>and obligations (whether actual, contingent, present and/or future) payable or owing by the Group Companies to the Senior Bank Creditors under the Senior Financing Documents.</p> <p>"Senior Facility Agreement" means the senior facility agreement dated 1 June 2012 between, among others, TP Financing 4 Limited as the company, Barclays Bank PLC and Lloyds TSB Bank plc as arrangers, Lloyds TSB Bank plc as agent and security trustee and the financial institutions named therein as original lenders.</p> <p>"Senior Financing Documents" means the Senior Facility Agreement, any accession letter, any ancillary document, any compliance certificate, any fee letter, the Intercreditor Agreement, any resignation letter, any Transaction Security Document, any utilisation request and any other document designated as a "Finance Document" by the Agent and TP Financing 4 Limited.</p> <p>"Senior Hedging Liabilities" means the Indebtedness owed by any obligor to the Hedge Counterparties under or in connection with the Hedging Agreements</p> <p>"Senior Lenders" means the financial institutions named in the Senior Facility Agreement as original lenders and any bank, financial institution, trust, fund or other entity which becomes a party to the Senior Facility Agreement as a lender which in each case has not ceased to be a lender in accordance with the terms of the Senior Facility Agreement.</p> <p>"Senior TC Liabilities" means all present and future sums, liabilities and obligations (whether actual, contingent, present and/or future) payable or arising by TP Financing 4 Limited and certain of its Subsidiaries to the TC Beneficiary under the TC Indemnity Agreement.</p> <p>"Soft Exposure Facilities" means any spot, forward foreign exchange contracts, foreign exchange options or swap contracts, bankers automated clearing payment systems facilities or similar payments facilities, precious metal trading contracts entered into to support matching customer contracts, interest swap contracts and any other hedging arrangements entered into, or provided to, a Group Company which do not form part of the Facility</p> <p>"Subsidiary" means, in relation to a company or corporation, a subsidiary within the meaning of section 1159 of the Companies Act 2006</p> <p>(a) which is controlled, directly or indirectly, by the first mentioned company or corporation,</p> <p>(b) more than half the issued share capital of which is beneficially owned, directly or indirectly by the first mentioned company or corporation; or</p> <p>(c) which is a Subsidiary of another Subsidiary of the first mentioned</p> | |

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Particulars of a mortgage or charge

| 6 | Short particulars of all the property mortgaged or charged | |
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| | Please give the short particulars of the property mortgaged or charged | |
| Short particulars | <p>company or corporation,</p> <p>and for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.</p> <p>"STA" means the <i>Securities Transfer Act, 2006</i> (Ontario), as amended from time to time provided that, to the extent that the validity, perfection or effect of perfection or non-perfection or the priority of the Security Interest in the Pledged Collateral is governed by the laws in effect in any province or territory of Canada other than Ontario in which there is in force legislation substantially the same as the <i>Securities Transfer Act, 2006</i> (Ontario) (an "Other STA Province"), then "STA" shall mean such other legislation as in effect from time to time in such Other STA Province for purposes of the provisions hereof referring to or incorporating by reference provisions of the STA; and to the extent that such validity, perfection or effect of perfection or non-perfection or priority is governed by the laws of a jurisdiction other than Ontario or an Other STA Province, then references herein to the STA shall be disregarded except for the terms "Certificated Security" and "Uncertificated Security" which shall have the meanings in the Pledge Agreement as defined in the <i>Securities Transfer Act, 2006</i> (Ontario) regardless of whether an STA is in force in the applicable jurisdiction</p> <p>"TC Beneficiary" means any company which has executed an accession agreement to the Intercreditor Agreement as a "TC Beneficiary".</p> <p>"TC Group" means each of Euro Travellers Cheques Nederland Limited; Hong Kong and Shanghai Travelex Limited; Interpayment Australia Limited; Interpayment Services Limited; Travelex TC Australia Pty Limited (formerly known as Thomas Cook Australia Pty Limited); Travelex Global and Financial Services Limited, Travelex Financial Services Limited; Travelex Inc.; Travelex Rand Travellers Cheques Limited; US Deposits LLC, US Deposits Holdings LLC and each of their Subsidiaries (other than Travelex Currency Services Inc.).</p> <p>"TC Indemnity Agreement" means certain indemnities granted by TP Financing 4 Limited and certain of its Subsidiaries in favour of the TC Beneficiary pursuant to Schedule 8 of the TC UK Separation Agreement.</p> <p>"TC UK Separation Agreement" means the Travelex group travellers cheque reorganisation agreement among others (1) Travelex Global & Financial Services Limited, (2) Travelex (UK) Limited, (3) Travelex Financial Services Limited, (4) Travelex Banknotes Limited, (5) Travelex Payments Limited, (6) Travelex Central Services Limited, (7) Travelex Plc, (8) Travelex Group Investments Limited, (9) Travelex Card Services Limited and (10) Interpayment Services Limited.</p> <p>"Transaction Security" means the Security created or expressed to be</p> | |

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Particulars of a mortgage or charge

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| 6 | Short particulars of all the property mortgaged or charged | |
| | Please give the short particulars of the property mortgaged or charged | |
| Short particulars | <p>created pursuant to the Transaction Security Documents</p> <p>"Transaction Security Documents" means each of the documents listed in the Senior Facility Agreement together with any other document entered into by any obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the obligors under any of the Senior Financing Documents or the Hedging Agreements.</p> <p>"Treasury Transactions" means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price.</p> | |

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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

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 870).

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 866). 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 Clifford Chance X

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

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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 Alice Vinten

Company name Clifford Chance LLP

Address 10 Upper Bank Street

Post town London

County/Region

Postcode E 1 4 5 J J

Country United Kingdom

DX 149120 Canary Wharf 3

Telephone 020 7006 1000



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



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

COMPANY NO. 4001915
CHARGE NO. 7

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SHARE PLEDGE AGREEMENT
DATED 7 JUNE 2012 AND CREATED BY TRAVELEX LIMITED
FOR SECURING ALL SUMS DUE OR TO BECOME DUE 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 15 JUNE 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 JUNE 2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

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