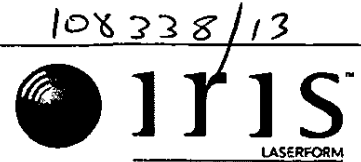


MG01

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
company. To do this, please use
form MG01s

MONDAY



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06/08/2012

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COMPANIES HOUSE

1	Company details	LO For official use
Company number	0 4 0 0 1 9 1 5	→ Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	Travelex Limited (the "Company")	
2	Date of creation of charge	
Date of creation	d2 d7 m0 m7 y2 y0 y1 y2	
3	Description	
Description	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'	
	A deed of pledge in respect of registered shares in GWK Travelex N.V dated 27 July 2012, granted by the Company in favour of Lloyds TSB Bank plc as Security Trustee (the "Pledge Agreement")	
4	Amount secured	
Amount secured	Please give us details of the amount secured by the mortgage or charge	
	All present and future obligations consisting of monetary payment obligations owed by the Obligors to the Security Trustee pursuant to the Parallel Debt and all Principal Obligations consisting of monetary payment obligations that are secured obligations pursuant to paragraph 3.1.3 (set out in full in item 6 of this MG01) of the Pledge Agreement (the "Secured Obligations").	
	Continuation page Please use a continuation page if you need to enter more details	

MG01**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	Lloyds TSB Bank plc (the "Security Trustee")		
Address	150 Fountainbridge		
	Edinburgh		
Postcode	E H 3 9 P E		
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			
<u>The pledge</u>			
<p>To secure the payment of the Secured Obligations the Company has granted to the Security Trustee a right of pledge over the Present Shares and the Related Rights pertaining thereto and grants in advance to the Security Trustee a right of pledge over the Future Shares and the Related Rights pertaining thereto, which rights of pledge are hereby accepted by the Security Trustee.</p> <p>To the extent the pledge in advance referred to above is not effective under Dutch law the Company will forthwith grant a supplemental right of pledge by executing, before a Dutch civil law notary, a deed of pledge substantially in the form of the Pledge Agreement or such other form as the Security Trustee may reasonably require in order to perfect the pledge over such Future Shares and the Related Rights pertaining thereto</p> <p>Under clause 3 1.3 of the Pledge Agreement, if and to the extent that at the time of creation of the right of pledge, or at any time thereafter, a Principal Obligation owed to the Security Trustee cannot be validly secured through the Parallel Debt, such Principal Obligation itself shall be a Secured Obligation</p>			
<u>Negative Pledge and further assurance</u>			
<p>The Deed contains a negative pledge and covenants for further assurance</p> <p>Capitalised terms used in this MG01 and not defined herein have been defined in the Definitions Schedule</p>			

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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	<p style="text-align: center;"><u>DEFINITIONS SCHEDULE</u></p> <p>"Accession Agreement" means an agreement substantially in the form set out in Schedule 1 (<i>Form of Accession Agreement</i>) of the Intercreditor Agreement or of the Accession Letter.</p> <p>"Accession Letter" means a document substantially in the form set out in Part 1 of Schedule 7 (<i>Form of Accession Letters</i>) of the Senior Facility Agreement</p> <p>"Additional Borrower" means a wholly owned subsidiary of TP Financing 4 Limited (a company incorporated in Jersey with registration number 89660) organised under the laws of England and Wales approved by all the Lenders which becomes a Borrower in accordance with Clause 30 (<i>Changes to the Obligors</i>) of the Senior Facility Agreement</p> <p>"Additional Guarantor" means each of the Initial Guarantors, the Subsequent Guarantors and a company which becomes a Guarantor in accordance with Clause 30 (<i>Changes to the Obligors</i>) of the Senior Facility Agreement</p> <p>"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</p> <p>"Ancillary Facility" means any ancillary facility (including the TC Letter of Credit) made available by an Ancillary Lender or, in respect of the TC Letter of Credit, by the Ancillary L/C Lenders in accordance with Clause 7 (<i>Ancillary Facilities</i>) of the Senior Facility Agreement and, in respect of the TC Letter of Credit, Clause 8 (<i>The TC Letter of Credit</i>) of the Senior Facility Agreement.</p> <p>"Ancillary L/C Lender" means each Original Ancillary L/C Lender and any other Lender which has agreed to be an Ancillary L/C Lender pursuant to the terms of the Senior Facility Agreement</p> <p>"Ancillary Lender" means each Lender (or an Affiliate of a Lender) which makes available an Ancillary Facility (other than the TC Letter of Credit) in accordance with Clause 7 (<i>Ancillary Facilities</i>) of the Senior Facility Agreement.</p> <p>"Borrower" means the Original Borrower or an Additional Borrower in each case unless it has ceased to be a Borrower in accordance with Clause 30 (<i>Changes to the Obligors</i>) of the Senior Facility Agreement and, in respect of an Ancillary Facility only, any Affiliate of a Borrower that becomes a borrower of that Ancillary Facility with the approval of the relevant Lender pursuant to the provisions of Clause 7 9 (<i>Affiliates of Borrowers</i>) of the Senior Facility Agreement</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</p>	

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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	<p>Security.</p> <p>"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Trustee.</p> <p>"Dividends" means cash dividends, distribution of reserves, repayments of capital and all other distributions and payments in any form which at any time during the existence of the right of pledge created hereby, become payable in respect of any one of the Shares</p> <p>"Facility" means the Revolving Facility.</p> <p>"Future Shares" means all shares in the capital of GWK Travelex N V acquired by the Company after the execution of the Pledge Agreement</p> <p>"Group" means TP Financing 4 Limited (a company incorporated in Jersey with registration number 89660) and each of its Subsidiaries for the time being other than the TC Ring-Fenced Group, and "Group Company" means any one of them.</p> <p>"Guarantor" means the Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 30 (<i>Changes to the Obligors</i>) of the Senior Facility Agreement</p> <p>"GWK Travelex N.V." means GWK Travelex N.V , a public company incorporated under the laws of The Netherlands, having a seat in Amsterdam, The Netherlands and its registered office at Wisselwerking 2-6, 1112 XK Diemen, The Netherlands and registered with the Dutch Commercial Register under number 33143504.</p> <p>"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 a party to the Intercreditor Agreement in its capacity as Hedge Counterparty for as long as the Senior Hedging Liabilities owed to it remain outstanding</p> <p>"Hedging Agreement" means any agreement entered into by an Obligor with a Hedge Counterparty in respect of a Treasury Transaction or a Soft Exposure 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>"Initial Guarantor" has the meaning given to that term in Clause 26 31</p>	

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Particulars of a mortgage or charge

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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

(*Guarantors and Transaction Security*) of the Senior Facility Agreement.

"Initial Utilisation Date" means the first date on which a Utilisation is made under the Senior Facility Agreement

"Intercreditor Agreement" means the intercreditor agreement dated 1 June 2012 and made between, among others, TP Financing 3 Limited as holdco, TP Financing 4 Limited as the company, the financial institutions named therein as the original senior lenders and Lloyds TSB Bank plc as senior facility agent and security trustee.

"Lender" means:

(a) any Original Lender, and

(b) any bank, financial institution, trust, fund or other entity which has become a Party as a Lender in accordance with Clause 2 2 (*Increase*) or Clause 28 (*Changes to the Lenders*) of the Senior Facility Agreement,

which in each case has not ceased to be a Lender in accordance with the terms of the of the Senior Facility Agreement.

"Loan" means a Revolving Facility Loan

"Obligor" means a Borrower or a Guarantor.

"Original Ancillary L/C Lender" means each of Lloyds TSB Bank plc and The Co-Operative Bank p l c.

"Original Borrower" means TP Financing 4 Limited, a company incorporated in Jersey with registration number 89660.

"Original Guarantor" means TP Financing 4 Limited, a company incorporated in Jersey with registration number 89660.

"Original Lenders" means the financial institutions listed in Part II (*The Original Lenders*) of Schedule 1 of the Senior Facility Agreement.

"Parallel Debt" has the meaning given thereto in sub-clause 11.34 (*Parallel Debt (covenant to pay the Security Agent)*) of the Intercreditor Agreement

"Party" means a party to the Senior Facility Agreement.

"Present Shares" means all of the shares issued and paid-up in the capital of GWK Travelex N.V. and registered in the name of the Company, being one hundred fifty-two thousand two hundred forty (152,240) ordinary shares, numbered 1 through 152,240, with a nominal value of twenty-five euro (EUR 25 00) each.

"Principal Obligations" means all present and future obligations and

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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

liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor and each grantor of a security interest to the Secured Parties (or any of them) under each or any of the Secured Financing Documents together with all costs, charges and expenses incurred by any Secured Party in connection with the protection, preservation or enforcement of its respective rights under the Secured Financing Documents or any other document evidencing or securing any such liabilities, other than the obligations pursuant to the Parallel Debt

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property

"Related Rights" means the Dividends, all present and future rights of the Company to acquire shares in the capital of GWK Travelex N.V. and all other present and future rights arising out of or in connection with the Shares, other than the Voting Rights

"Revolving Facility Loan" means a loan made or to be made under the Revolving Facility or the principal amount outstanding for the time being of that loan.

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

"Secured Financing Document" means any document pursuant to which a Secured Obligation is owed.

"Secured Parties" means the Senior Creditors.

"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.

"Senior Agent" means Lloyds TSB Bank plc as facility agent under the Senior Facility Agreement and any successor hereto appointed pursuant to the terms of the Senior Facility Agreement

"Senior Bank Creditors" means the Senior Lenders, the Senior Agent, the Security Trustee and any Receiver or Delegate

"Senior Creditors" means the senior facility the Senior Bank Creditors, the Hedge Counterparties and the TC Beneficiary.

"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

"Senior Hedging Liabilities" means the Indebtedness owed by any Obligor to

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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	<p>the Hedge Counterparties under or in connection with the Hedging Agreements</p> <p>"Senior Lender" means a Lender.</p> <p>"Shares" means the Present Shares and the Future Shares.</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>"Subsequent Guarantors" means Travelex Australia Holdings Pty Limited, Travelex Outsourcing Pty Limited, Travelex Limited, GWK Travelex N V. and Travelex Japan KK as listed in Part II (<i>Companies acceding as Guarantors by 2 July 2012</i>) and Part III (<i>Companies acceding as Guarantors within 60 days of the signing date</i>) respectively of Schedule 15 of the Senior Facility Agreement</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 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>"TC Beneficiary" means any company which has executed an Accession Agreement as a "TC Beneficiary".</p> <p>"TC Letter of Credit" means the TC Letter of Credit in the form set out in Schedule 11 (<i>Form of the TC Letter of Credit</i>) of the Senior Facility Agreement which is issued on the Initial Utilisation Date and any replacement letter of credit therefor which is issued thereafter.</p> <p>"TC Ring-Fenced 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</p>

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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	<p>(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>"Transaction Security" means the Security created or expressed to be created pursuant to the Transaction Security Documents.</p> <p>"Transaction Security Documents" means each of the documents listed in Schedule 16 (<i>Transaction Security Documents</i>) of 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 finance 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> <p>"Utilisation" means a Loan or the TC Letter of Credit.</p> <p>"Voting Rights" means the voting rights in respect of any of the Shares</p>	

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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

None

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

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 Alice Vinten [70-40384885]

Company name Clifford Chance LLP (via CH London Counter)

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. 10**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF PLEDGE IN RESPECT OF
REGISTERED SHARES EXECUTED OUTSIDE THE UNITED
KINGDOM OVER PROPERTY SITUATED THERE DATED 27 JULY
2012 AND CREATED BY TRAVELEX LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR
AND EACH GRANTOR OF A SECURITY INTEREST TO THE
SECURED PARTIES (OR ANY OF THEM) 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 6 AUGUST 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 AUGUST 2012

LIC

