



Registration of a Charge

Company name: **AMIGO LOANS LTD**

Company number: **04841153**



X71E5CZE

Received for Electronic Filing: **09/03/2018**

Details of Charge

Date of creation: **09/03/2018**

Charge code: **0484 1153 0021**

Persons entitled: **U.S. BANK TRUSTEES LIMITED**

Brief description: **THE CHARGING COMPANY CHARGES BY WAY OF FIRST LEGAL MORTGAGE ALL FREEHOLD AND LEASEHOLD PROPERTY (INCLUDING THE PROPERTY SPECIFIED IN SCHEDULE 2 (DETAILS OF THE SCHEDULED REAL PROPERTY) OF THE CHARGE) TOGETHER WITH ALL BUILDINGS AND FIXTURES (INCLUDING TRADE FIXTURES) ON THAT PROPERTY. FOR FURTHER DETAIL, SEE CLAUSE 3.2(A) OF THE CHARGE. THE CHARGING COMPANY CHARGES BY WAY OF FIRST FIXED CHARGE ALL ITS INTELLECTUAL PROPERTY RIGHTS (INCLUDING THOSE SET OUT AT SCHEDULE 3 (DETAILS OF THE SCHEDULED INTELLECTUAL PROPERTY) OF THE CHARGE). FOR FURTHER DETAIL, SEE CLAUSE 3.2(D) OF THE CHARGE.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **SHEARMAN & STERLING (LONDON) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4841153

Charge code: 0484 1153 0021

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th March 2018 and created by AMIGO LOANS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th March 2018 .

Given at Companies House, Cardiff on 13th March 2018

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

SHEARMAN & STERLING

Dated 9 March **2018**

AMIGO LOANS LTD

AMIGO MANAGEMENT SERVICES LTD

R G CATERING LIMITED

AMIGO LOANS GROUP LTD

AMIGO LOANS HOLDINGS LTD

as the Original Chargors

- and -

U.S. BANK TRUSTEES LIMITED

as Security Agent

DEBENTURE

**Note: This Deed is subject to the terms of the
Intercreditor Agreement (as defined herein)**

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THIS DEED is dated 9 March 2018

BETWEEN:

- (1) **THE COMPANIES** detailed in Schedule 1 (*The Chargors*) as the Chargors; and
- (2) **U.S. BANK TRUSTEES LIMITED** as Security Agent.

IT IS AGREED as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions:** In this Deed:

"Acceleration Event" has the meaning given to "Acceleration Event" in the Intercreditor Agreement.

"Account Bank" means any bank or financial institution with which a Chargor maintains a bank account.

"Administrator" means an administrator appointed under Schedule B1 of the Insolvency Act 1986.

"After-acquired Real Property" means any material freehold, leasehold or immoveable property in England and Wales (including, without limitation, the Scheduled Real Property) and any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property, and including all Related Rights, acquired by a Chargor or on its behalf after the date of this Deed.

"Assigned Contracts" means:

- (a) the contracts listed in Part 1 of Schedule 7 (*Assigned Contracts*) and any other contract which is assigned pursuant to Clause 3.3 (*Assignment by way of Security*); and
- (b) any other agreement designated as an Assigned Contract by a Chargor and the Security Agent in writing.

"Bank Account" means any account with any bank or financial institution in which any Chargor now or in the future has an interest (including any replacement or substitute account or subdivision or sub-account of that account) and to the extent of such interest, all credit balances now or in the future on such accounts and all Related Rights, but excluding any accounts opened or maintained by a Chargor that contain monies held on trust for third parties.

"Charged After-acquired Real Property" means all After-acquired Real Property forming part of the Charged Assets and any building, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such After-acquired Real Property and all Related Rights.

"Charged Assets" means the assets and undertakings from time to time which are the subject of any Security created or purported to be created by or pursuant to this Deed and, where the context permits, the proceeds of sale of such assets.

"Charged Investments" means Investments forming part of the Charged Assets.

"Charges" means Security from time to time created or expressed to be created by or pursuant to this Deed.

"Chargors" means the companies detailed in Schedule 1 (*The Chargors*) and any member of the Restricted Group which accedes to this Deed pursuant to Clause 25 (*Changes to parties*).

"Delegate" means a delegate, sub-delegate, attorney or co-trustee appointed, directly or indirectly, pursuant to clause 18.20 (*Delegation by the Security Agent*) of the Intercreditor Agreement.

"December 2017 Debenture" means the English law debenture dated 19 December 2017 and made between Amigo Loans Ltd, Amigo Management Services Ltd, R G Catering Limited, Amigo Loans Group Ltd and Amigo Loans Holdings Ltd as original chargors and U.S. Bank Trustees Limited as security agent.

"Existing Debentures" means the Original Debenture and the December 2017 Debenture.

"Facilities Agreement" means the facilities agreement dated 20 January 2017 (as amended and restated on 21 December 2017 and as further amended and restated on or about the date of this Deed) between, among others, Amigo Loans Group Ltd (as parent), the Chargors and the Security Agent.

"Insurance Policy" means any material contract or policy of insurance (other than third party liability, public liability business interruption or loss of earnings insurance) in relation to assets that are also subject to Transaction Security (as defined in the Facilities Agreement).

"Intellectual Property" means any patents, trade marks, service marks, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow, utility models, plant variety rights and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered.

"Intercreditor Agreement" means the intercreditor agreement dated 20 January 2017 and made between, amongst others, Amigo Loans Group Ltd (as parent) and the Security Agent.

"Investments" means:

- (a) the Scheduled Investments;
- (b) all other shares, stocks, debentures, certificates of deposit, bonds or other securities; and
- (c) all interests in collective investment schemes;

and includes all Related Rights.

"LPA" means the Law of Property Act 1925.

"Monetary Claims" means any book and other debts and monetary claims of any nature owing to any Chargor and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, any claim, return of premium or the proceeds paid or payable in respect of any Insurance Policy, any court order or judgment, any contract or other agreement to which any Chargor is a party relating thereto, but excluding the Bank Accounts).

"Notice of Insurance Assignment" means a notice of assignment in the form set out in Part 2 (*Form of Notice of Assignment to Insurers*) of Schedule 8 (*Notices of Assignment*) or such other form as the Security Agent may approve.

"Original Debenture" means the English law debenture dated 20 January 2017 and made between Amigo Holdings Limited (and subsequently released pursuant to a deed of release dated 13 March 2017), Amigo Loans Ltd, Amigo Management Services Ltd and R G Catering Limited as original chargors and U.S. Bank Trustees Limited as security agent, as supplemented by a security accession deed dated 13 March 2017 between, among others, Amigo Loans Group Limited, Amigo Loans Holdings Limited and U.S. Bank Trustees Limited as security agent.

"Parties" means each of the parties to this Deed from time to time.

"Primary Finance Documents" means the "Credit Facility Documents", the "Hedging Agreements" and the "Pari Passu Debt Documents" as defined in the Intercreditor Agreement.

"Related Rights" means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, contracts, warranties, negotiable instruments, remedies, Security, guarantees, indemnities or covenants for title in respect of that asset; and
- (d) any moneys and proceeds paid or payable in respect of that asset.

"Release Date" has the meaning given to that term in Clause 21.11 (*Final redemption*).

"Relevant Account" means any Bank Account that may from time to time be identified in writing by the Security Agent and any Chargor as a mandatory prepayment account (and any replacement or substitute account or any subdivision or sub account of such account).

"Scheduled Bank Accounts" means the Bank Accounts described in Schedule 5 (*Details of the Scheduled Bank Accounts*).

"Scheduled Intellectual Property" means the Intellectual Property described in Schedule 3 (*Details of the Scheduled Intellectual Property*).

"Scheduled Investments" means the Investments described in Schedule 4 (*Details of the Scheduled Investments*).

"Scheduled Real Property" means the After-acquired Real Property described in Schedule 2 (*Details of the Scheduled Real Property*) and all Related Rights.

"Secured Obligations" means all the Liabilities and all other present and future liabilities and obligations at any time due, owing or incurred by any member of the Restricted Group and by each Debtor to any Secured Party under the Debt Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity.

"Secured Parties" has the meaning given to "Secured Parties" in the Intercreditor Agreement.

"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.

"Security Accession Deed" means a deed of accession to this Deed in substantially the form set out in Schedule 10 (*Form of Security Accession Deed*), or such other form agreed between the Security Agent and the Parent.

"Supplemental Legal Charge" means a legal charge in substantially the form set out in Schedule 9 (*Form of Supplemental Legal Charge*), or such other form as the Security Agent may approve.

1.2 **Intercreditor Agreement:** Unless otherwise expressly defined in this Deed or the context otherwise requires, words and expressions defined in the Intercreditor Agreement have the same meaning in this Deed or any notice given under or in connection to this Deed. In the event of any inconsistency or conflict between this Deed on the one hand and the Intercreditor Agreement on the other, the Intercreditor Agreement shall prevail. This Deed is a **"Transaction Security Document"** as defined in the Intercreditor Agreement.

1.3 **Security Agent:** The Security Agent's rights, obligations, duties and responsibilities in connection with this Deed are limited to those expressly set out in the Intercreditor Agreement and this Deed.

1.4 **Construction**

(a) The provisions of clause 1.2 (*Construction*) of the Intercreditor Agreement shall apply to this Deed with all necessary modifications as if they were expressly set out in full in this Deed.

(b) **"rights"** shall be construed as including rights, benefits, privileges, consents, authorities, discretions, remedies and powers and **"right"** shall be construed accordingly.

(c) Any reference to **"Secured Obligations"** includes any liabilities which would be treated as such but for the liquidation or dissolution or similar event affecting a Debtor.

(d) Any reference to **"this Deed"** means this debenture as varied, amended or supplemented from time to time.

(e) Any reference to the Security Agent, a Chargor, the Secured Parties or the Revolving Agent shall be construed so as to include its or their (and any subsequent) successors and any permitted transferees or permitted assigns in accordance with their respective interests.

(f) A provision of law is a reference to that provision as amended or re-enacted.

(g) References in this Deed to any Clause or Schedule shall be to a clause or schedule of this Deed unless otherwise specified.

(h) Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

(i) Clause and schedule headings are for ease of reference only.

1.5 **Deed:** This document is to take effect as a deed notwithstanding that the Security Agent has executed it under hand only.

- 1.6 **Law of Property (Miscellaneous Provisions) Act 1989:** The terms of the other Primary Finance Documents and other documents under which the Secured Obligations arise and of any side letters relating thereto between each Chargor and any of the Secured Parties are incorporated herein to the extent required for any purported disposition of the Charged Assets contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- 1.7 **Law of Property (Miscellaneous Provisions) Act 1994:** The obligations of the Chargors under this Deed and any document entered into pursuant to this Deed shall be in addition to the covenants deemed to be included in this Deed or such other document by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994.
- 1.8 **Schedules:** Any failure to state any Intellectual Property, After-acquired Real Property or Investments of any Chargor on the date of this Deed in any of Schedule 2 (*Details of the Scheduled Real Property*), Schedule 3 (*Details of the Scheduled Intellectual Property*) or Schedule 4 (*Details of the Scheduled Investments*) will not affect any Charges over such assets.
- 1.9 **Third party rights:** Save as expressly stated in this Deed, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.
- 1.10 **Existing Debentures:** To the extent that any obligation of the Chargors under, or any provision of, the Existing Debentures is satisfied, any corresponding provision or obligation of the Chargors arising under any provision of this Deed shall be deemed to be satisfied.

2. COVENANT TO PAY

Each Chargor shall on demand pay or discharge to the Security Agent the Secured Obligations when the same have become due in the manner provided for in the Primary Finance Documents.

3. SECURITY

3.1 **Creation of Charges:** All Charges and assignments under this Deed are:

- (a) made in favour of the Security Agent (for the benefit of itself and the other Secured Parties);
- (b) made with full title guarantee subject to the Existing Debentures; and
- (c) Security for the payment and discharge of all Secured Obligations.

All Charged Assets are excluded from the Charges created pursuant to Clause 3.2 (*Fixed Charges*) to the extent specifically assigned pursuant to Clause 3.3 (*Assignment by way of Security*).

3.2 **Fixed Charges:** Subject to Clause 3.10 (*Existing Debentures*), each Chargor charges:

- (a) **Real Property:**
 - (i) by way of first legal mortgage the Scheduled Real Property and all other After-acquired Real Property in England or Wales now belonging to or vested in it; and

- (ii) by way of first fixed charge all its rights, title and interest, present and future, in and to After-acquired Real Property in England or Wales not mortgaged pursuant to paragraph (i) above;
- (b) **Investments:**
 - (i) by way of first fixed charge all its rights, title and interest in and to the Scheduled Investments and all other Investments now belonging to it; and
 - (ii) by way of first fixed charge all its rights, title and interest in and to all Investments belonging to it (present and future) not referred to in paragraph (i) above;
- (c) **Monetary Claims:** by way of first fixed charge all its rights, title and interest present and future in and to all Monetary Claims and all Related Rights other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Deed;
- (d) **Intellectual Property:** by way of first fixed charge all its rights, title and interest present and future in and to Intellectual Property and all Related Rights (including the Scheduled Intellectual Property);
- (e) **Bank Accounts:** by way of first fixed charge all its rights, title and interest present and future in and to the Bank Accounts (including the Scheduled Bank Accounts);
- (f) **Insurance Policies:** by way of first fixed charge all its rights, title and interest present and future in and to the Insurance Policies and all Related Rights (except in respect of Insurance Policies with respect to After-Acquired Real Property where such After-Acquired Real Property is leasehold and where the terms of the relevant lease require the landlord to procure the insurance and/or for the insurance proceeds to be paid to the landlord); and
- (g) **Goodwill and uncalled capital:** by way of first fixed charge all its rights, title and interest present and future in and to:
 - (i) all its uncalled capital; and
 - (ii) all its goodwill.

3.3 Assignment by way of Security

- (a) On and from the date on which the Assigned Contracts and the proceeds of any Insurance Policy are re-assigned to the relevant Chargor under the Existing Debentures, each Chargor hereby assigns and agrees to assign absolutely (subject to the right to reassignment on redemption pursuant to Clause 21.11 (*Final redemption*)) all its present and future rights, title, interest and benefit in and to the following assets:
 - (i) the proceeds of any Insurance Policy; and
 - (ii) the Assigned Contracts, including all moneys payable to each Chargor, and any claims, awards and judgments in favour of such Chargor, under or in connection with the Assigned Contracts,

and, in each case, all Related Rights.

- (b) Until the occurrence of an Acceleration Event, each Chargor shall be entitled to exercise all its rights in the Assigned Contracts, subject to the other provisions of this Deed.
- (c) To the extent that they do not fall within Clause 3.3(a) above and are not effectively assigned under Clause 3.3(a) above and subject to Clause 3.10 (*Existing Debentures*), each Chargor charges by way of first fixed charge all of its rights under each Assigned Contract.

3.4 Floating Charge

- (a) Subject to Clause 3.10 (*Existing Debentures*), each Chargor charges by way of first floating charge its undertaking and all its assets both present and future other than any asset effectively mortgaged, charged or assigned under Clause 3.2 (*Fixed Charges*) or Clause 3.3 (*Assignment by way of Security*) including any assets comprised within a Charge reconverted under Clause 3.7 (*Reconversion*). The floating Charge created by each Chargor under this Clause is a qualifying floating charge for the purposes of paragraph 14 of Schedule B1 of the Insolvency Act 1986.
- (b) The floating Charges created by this Clause 3.4 (*Floating Charge*) shall be deferred in point of priority to all fixed Security validly and effectively created by a Chargor under the Primary Finance Documents in favour of the Security Agent as Security for the Secured Obligations.

3.5 Automatic crystallisation

Notwithstanding any other provision of this Deed (and without prejudice to any law which may have a similar effect) and subject to Clause 3.10 (*Existing Debentures*), the floating Charge created under this Deed will automatically be converted without notice and with immediate effect into a fixed Charge as regards the Charged Assets subject to such floating Charge but subject to Clause 12.3 (*Effect of moratorium*), if:

- (a) as regards to any of the relevant Charged Asset of a Chargor, any person levies or attempts to levy any distress, execution, attachment, expropriation, sequestration or other legal process against any of those Charged Assets;
- (b) any Chargor creates or attempts to create any Security or trust in respect to any of the relevant Charged Assets which is prohibited under the terms of the Primary Finance Documents;
- (c) as regards to any of the relevant Charged Asset of a Chargor, a resolution is passed or an order is made or a petition is presented for the winding-up or administration, dissolution or reorganisation of any Chargor which (in the case of a winding-up petition) is not discharged within 14 days or in any event before such petition is heard or a resolution is passed for a creditors' voluntary winding-up or a creditors' voluntary winding-up is commenced; or
- (d) as regards to all of the relevant Charged Asset of a Chargor, an Administrator or Receiver is appointed in respect of a Chargor or any person (who is entitled to do so) gives notice of its intention to appoint an Administrator in respect of a Chargor pursuant to paragraphs 15 or 26 of Schedule B1 of the Insolvency Act 1986 or files such notice with the court.

3.6 Crystallisation of Floating Charge by notice

Subject to Clause 3.10 (*Existing Debentures*), the Security Agent may at any time by notice in writing to any Chargor convert the floating Charge created by such Chargor pursuant to

Clause 3.4 (*Floating Charge*) with immediate effect into a fixed Charge as regards such assets as may be specified (whether generally or specifically) in such notice if:

- (a) an Acceleration Event has occurred; or
- (b) an Event of Default has occurred and is continuing and the Security Agent reasonably considers those assets to be in jeopardy (whether due to a risk of being seized or sold pursuant to any distress, attachment, execution, sequestration or other legal process).

3.7 **Reconversion:** Any Charge which has converted into a fixed charge under Clause 3.5 (*Automatic crystallisation*) or Clause 3.6 (*Crystallisation of Floating Charge by notice*) may be reconverted into a floating Charge by notice in writing given at any time by the Security Agent to the relevant Chargor in relation to the assets specified in such notice.

3.8 **Excluded assets:** If the rights of any Chargor under any instrument or agreement cannot be the subject of legal, valid, binding and enforceable Security pursuant to any Charges or assignment which this Deed purports to create under Clause 3.2 (*Fixed Charges*) and Clause 3.4 (*Floating Charge*), then such assets shall be excluded from the relevant Charge or assignment, provided that if such consent or waiver were obtained in relation to the relevant Charge or assignment, then such assets shall no longer be excluded from the charges created by Clause 3.2 (*Fixed Charges*) and Clause 3.4 (*Floating Charge*).

3.9 **Security trust:** The Security Agent holds the benefit of this Deed on trust for the Secured Parties on the terms of the Primary Finance Documents.

3.10 **Existing Debentures:** The parties acknowledge that the ranking of security created pursuant to Clause 3.2 (*Fixed Charges*), Clause 3.3(c) (*Assignment by way of Security*) and Clause 3.4 (*Floating Charge*) is subject to the Existing Debentures and the Intercreditor Agreement and that the application of proceeds pursuant to this Deed and the Existing Debentures is provided for in the Intercreditor Agreement.

4. **GENERAL OBLIGATIONS**

Except with the written consent of the Security Agent, each Chargor shall not create or permit to subsist any Security over any Charged Assets and/or assign the benefit of an Assigned Contract or Charged Asset save as expressly permitted pursuant to the Primary Finance Documents.

5. **REAL PROPERTY**

5.1 **After-acquired Real Property**

- (a) Each Chargor shall promptly notify the Security Agent of any acquisition by it or on its behalf of any After-acquired Real Property.
- (b) Each Chargor shall promptly, on request of the Security Agent and at the cost of the relevant Chargor, execute and deliver to the Security Agent a Supplemental Legal Charge in favour of the Security Agent over any After-acquired Real Property in England and Wales.
- (c) No Chargor shall be under any obligation to obtain any landlord consent required to grant security over its After-acquired Real Property, nor to investigate the possibility thereof.
- (d) If any After-acquired Real Property is held by such Chargor under a lease or is subject to any other property agreement which either precludes absolutely or

conditionally (including requiring the consent of any third party) that Chargor from creating any charge or assignment over its interest in that After-acquired Real Property ("**After-acquired Excluded Real Property**") then that Chargor shall not be required to execute and deliver to the Security Agent any Supplemental Legal Charge referred to in paragraph (b) above until the relevant condition or waiver has been satisfied or obtained.

- (e) For the avoidance doubt, the relevant Chargor shall not be required to:
 - (i) make any approach to its "rack-rent" lessors; or
 - (ii) take any action which could reasonably be expected to damage its commercial relationship with the relevant third party or to pay any fees or third party expenses which are disproportionate to the value of the Security or to the benefit derived by the Secured Parties.

5.2 **Delivery of title documents**

Save to the extent already held in connection with the Existing Debentures, each Chargor shall, if so requested by the Security Agent use reasonable endeavours to, deposit with the Security Agent (or as it may direct) all deeds, certificates and other documents evidencing title relating to any Charged After-acquired Real Property. If any such documents are at the relevant time at the Land Registry, such Chargor shall, promptly following a demand by the Security Agent, provide or procure the provision to the Security Agent of such undertakings and such letters addressed to the Land Registry as the Security Agent may reasonably require.

6. **INVESTMENTS**

6.1 **Deposit of documents**

To the extent not already delivered to the Security Agent under the Existing Debentures, each Chargor shall, as soon as reasonably practicable, deliver (or procure delivery) to the Security Agent, or as it directs:

- (a) all certificates and other documents of title or evidencing title in respect of each of the Scheduled Investments listed against its name in Schedule 4 (*Details of the Scheduled Investments*) and each of the other Charged Investments belonging to it;
- (b) all stock transfer forms and other documents which the Security Agent may reasonably request in such form and executed in such manner as the Security Agent may reasonably require with a view to maintaining the Charges over the Charged Investments or registering any Charged Investment in the name of the Security Agent or its nominees; and
- (c) declarations of trust in relation to any Investments in which a Chargor has an interest but which are not held in its sole name as required by the Security Agent.

All documents required by this Clause 6.1 shall be in such form as the Security Agent shall reasonably require.

6.2 **Voting rights and distributions**

- (a) Until the occurrence of an Acceleration Event, the relevant Chargor shall be entitled to:

- (i) receive and retain all dividends, distributions and other amounts paid on or derived from any shares or stock comprised in its Charged Investments; and
 - (ii) exercise or direct the exercise of the voting rights and other rights and powers attached to its Charged Investments in any manner as it sees fit other than in a manner which:
 - (A) is in breach of any Primary Finance Document or which may adversely affect the validity or enforceability of the Charges or the value of such Charged Investments; or
 - (B) would otherwise prejudice the Security Agent.
- (b) After an Acceleration Event has occurred:
 - (i) the Security Agent or any applicable Receiver may at its discretion (in the name of the relevant Chargor or otherwise and without any further consent or authority from the relevant Chargor) but shall not be obliged to:
 - (A) transfer the Charged Investments of each Chargor on behalf of the relevant Chargor to such nominee as the Security Agent shall select;
 - (B) receive and retain all dividends, distributions and other moneys paid on the Charged Investments and apply the same in accordance with clause 16 (*Application of Proceeds*) of the Intercreditor Agreement; and
 - (C) exercise any voting rights and any other rights and powers attached to any Charged Investments in such manner as it considers fit as if it were the sole beneficial owner of the Charged Investment (including all powers given to trustees under Part II of the Trustee Act 2000);
 - (ii) each Chargor shall comply, or procure the compliance, with any directions of the Security Agent or any Receiver in respect of the exercise of any rights and powers exercisable in relation to such Charged Investments and shall promptly execute and/or deliver to the Security Agent or any Receiver such forms of proxy as it or he requires with a view to enabling such person as it or he selects to exercise those rights; and
 - (iii) any Related Rights shall, if received by the Chargor or its nominee, be held on trust for and forthwith paid or transferred to the Security Agent or the Receiver.

7. **MONETARY CLAIMS**

7.1 **Dealing with Monetary Claims**

Each Chargor shall get in and realise (on behalf of the Security Agent) all its Monetary Claims and pay such moneys into a Bank Account, or, after the Charges have become enforceable, as the Security Agent may reasonably require. Each Chargor shall hold such moneys on trust for the Security Agent on behalf of the Secured Parties prior to such payment in.

7.2 **Release of Monetary Claims**

- (a) Prior to an Acceleration Event, the proceeds of the realisation of the Monetary Claims received by any Chargor shall, upon such proceeds being credited to a Bank Account, be released from the fixed charge created by Clause 3.2(c) (*Monetary*

Claims) and only be subject to the floating charge created by Clause 3.4 (*Floating Charge*) and the relevant Chargor may withdraw such proceeds from such Bank Accounts and shall be free to deal with such moneys or proceeds in the ordinary course of business, subject to any applicable restrictions set out in the Facilities Agreement and this Deed.

- (b) Upon the occurrence of an Acceleration Event, each Chargor shall not, except with the prior written consent of the Security Agent, be entitled to withdraw or otherwise transfer the proceeds of realisation of any Monetary Claims standing to the credit of any Bank Account and shall:
 - (i) pay all moneys received or receivable by it from any source (including all proceeds of collection of Monetary Claims) into such accounts as are specified by the Security Agent; and
 - (ii) give notice to the debtors of any of its Monetary Claims of the Security created by this Deed in such form as the Security Agent may require.

8. **BANK ACCOUNTS**

8.1 **Notification, maintenance and variation**

Each Chargor shall:

- (a) promptly after any Bank Account becomes charged pursuant to this Deed (and in any event within 10 Business Days of such Bank Account becoming charged), deliver to the Security Agent a duly completed notice in respect of each Bank Account in the relevant form set out in Schedule 6 (*Notices for Bank Accounts*) (as applicable) or in such other form as the Security Agent may approve (acting reasonably) unless service of such notice would prevent the Chargor from using the Bank Account in the ordinary course of its business, in which case no such notice shall be served until the occurrence of an Acceleration Event;
- (b) use all reasonable endeavours to procure the delivery to the Security Agent of a duly completed acknowledgement in respect of any notice delivered pursuant to paragraph (a) above in the relevant form set out in Schedule 6 (*Notices for Bank Accounts*) (as applicable) or in such other form as the Security Agent may approve, acting reasonably. If the relevant Chargor has used its reasonable endeavours but has not been able to obtain acknowledgement or procurement, its obligation to obtain acknowledgement or procurement shall cease on the expiry of the 10 Business Day period referred to in Clause 8.1(a) above;
- (c) deliver to the Security Agent on the date of this Deed (and, if any Bank Account becomes charged by this Deed thereafter, on the date falling five Business Days after such Bank Account becomes charged), details of each Bank Account maintained by such Chargor (other than with the Security Agent); and
- (d) not without the Security Agent's prior written consent,
 - (i) permit or agree to any variation of the rights attached to any Bank Account the result of which is materially prejudicial to the Secured Parties; or
 - (ii) close any Bank Account unless (i) such Bank Account is not a Relevant Account, (ii) such Bank Account is no longer required by the Restricted Group (as defined in the Facilities Agreement), (iii) the Security Agent receives five Business Days' notice prior to the closing of such Bank Account, or (iv) any credit balance held in such Bank Account is transferred to another

bank account over which Security is granted in favour of the Security Agent or such credit balance is otherwise applied in a manner permitted (or not prohibited) by the Intercreditor Agreement.

Irrespective of whether notice of the Security is required for perfection, if the service of notice under Clauses 8.1(a) and 8.1(b) would prevent a Chargor from using a bank account in the ordinary course of its business, no notice of security shall be served until the occurrence of an Acceleration Event.

8.2 Operation of Bank Accounts

- (a) Until the occurrence of an Acceleration Event, the Chargors shall be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Bank Account (other than any Relevant Account) subject to the terms of the Intercreditor Agreement.
- (b) After the occurrence of an Acceleration Event, the Chargors shall not be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Bank Account except with the prior written consent of the Security Agent.

8.3 Application of moneys

- (a) Upon the occurrence of an Acceleration Event or at any time when the Secured Parties are entitled to exercise the relevant set-off rights under the terms of the Intercreditor Agreement, the Security Agent (or its Receiver) may (subject to the Intercreditor Agreement) apply, transfer or set-off any credit balances from time to time on any Bank Accounts in or towards payment or satisfaction of all or part of the Secured Obligations in accordance clause 16 (*Application of Proceeds*) of the Intercreditor Agreement.
- (b) Save as provided in this Clause 8 (*Bank Accounts*), each Chargor shall not release, sell, transfer, assign, factor, discount or otherwise deal in any way with any of the Bank Accounts other than in a manner which is not prohibited by the Intercreditor Agreement.

8.4 Exercise of rights following enforcement by Security Agent

After the occurrence of an Acceleration Event, the Security Agent shall be entitled without notice to exercise all rights and powers held by it in relation to the Bank Accounts and to:

- (a) demand and receive any moneys due under or arising out of each Bank Account; and
- (b) exercise all rights the relevant Chargor was then entitled to exercise in relation to the Bank Accounts or would, but for this Deed, be entitled to exercise.

9. INTELLECTUAL PROPERTY

9.1 No notice shall be prepared or given to any third party from whom Intellectual Property is licensed until the occurrence of an Acceleration Event.

9.2 There shall be excluded from Clause 3.2 (*Fixed Charges*), Clause 3.3 (*Assignment by way of Security*) or Clause 3.4 (*Floating Charge*) any Intellectual Property licence agreement where Clauses 3.2, 3.3 or 3.4 would breach the terms of that licence agreement (an "**Excluded IP Licence**").

9.3 In respect of each Excluded IP Licence:

- (a) the relevant Chargor shall notify the Security Agent promptly of that Excluded IP Licence;
- (b) this Deed will charge all amounts which the relevant Chargor may receive, or has received, under that Excluded IP Licence; and
- (c) the relevant Chargor shall use all reasonable endeavours to obtain any necessary consent or waiver relating to that Excluded IP Licence which would otherwise prevent or prohibit such rights being charged or assigned under this Deed provided that:
 - (i) such Excluded IP Licence is material; and
 - (ii) the Chargor determines that such endeavours will not have a negative impact on its commercial relationships with third parties,

and, if such consent or waiver is obtained, such rights shall immediately become subject to an effective fixed Charge, floating Charge or assignment pursuant to Clause 3.2 (*Fixed Charges*), Clause 3.3 (*Assignment by way of Security*) or Clause 3.4 (*Floating Charge*) (as the case may be) and such Chargor shall promptly provide a copy of such consent or waiver to the Security Agent.

10. **INSURANCE**

- 10.1 Upon the occurrence of an Acceleration Event, each Chargor shall serve a Notice of Insurance Assignment if so requested by the Security Agent.
- 10.2 If an Acceleration Event has occurred, all moneys received by virtue of any insurance maintained or effected in respect of the Charged Assets shall be held on trust for the Security Agent.

11. **ASSIGNED CONTRACTS**

- 11.1 Subject to the Clauses 11.2 and 11.3 below, each Chargor shall:
 - (a) within 5 Business Days of the date of this Deed, give notice of the assignments in Clause 3.3 (*Assignment by way of Security*) in relation to the Assigned Contracts substantially in the form set out in Schedule 8 (*Notices of assignment*) (or in such other form as is acceptable to the Security Agent (acting reasonably)) and shall use all reasonable endeavours (not involving the payment of money or incurrance of any external expenses) to ensure that each recipient of any notice promptly signs and returns the relevant form of acknowledgement requested in that notice within 20 Business Days of service;
 - (b) perform all of its obligations under the Assigned Contracts and shall not take any action which might jeopardise the existence or enforceability of any rights it may have in respect of any of the Assigned Contracts; and
 - (c) not amend or vary or waive any provision of any Assigned Contract or agree to do so in a manner which is materially prejudicial to the Secured Parties and shall not rescind or terminate any Assigned Contract.

After the Security created under this Deed has become enforceable the Security Agent may exercise (without any further consent or authority on the part of a Chargor and irrespective of any direction given by a Chargor) any Chargor's rights under its Assigned Contracts.

- 11.2 This Deed constitutes notice in writing to each Chargor of any Security over any debt owed by that Chargor to any other Chargor or over any contract or agreement between that Chargor and any other Chargor.
- 11.3 After the date of this Deed, each Chargor shall give notice of the assignment in Clause 3.3 (*Assignment by way of Security*) in relation to any additional Assigned Contracts substantially in the form set out in Schedule 8 (*Notices of Assignment*) (or in such other form as is acceptable to the Security Agent (acting reasonably)) as follows:
- (a) in the case of an intercompany receivable in excess of £3,000,000 (or its equivalent) after an Event of Default has occurred and is continuing, if so requested by the Security Agent; and
 - (b) in the case of an intercompany receivable less than £3,000,000 (or its equivalent) after a Relevant Acceleration Event (as defined under the Facilities Agreement), if so requested by the Security Agent.
- 11.4 Each Chargor shall remain liable to perform all its obligations under each Assigned Contract in accordance with the terms thereof. Neither the Security Agent nor any Receiver or Delegate shall be under any obligation or liability to any Chargor or any other person under or in respect of any Assigned Contract.
12. **ENFORCEMENT**
- 12.1 **Power of sale:** The power of sale or other disposal and other powers conferred on the Security Agent and on any Receiver by this Deed shall operate as a variation and extension of the statutory power of sale and other powers conferred on mortgagees under section 101 of the LPA and such powers shall arise on the date of this Deed free from the restrictions imposed by section 103 of the LPA, which shall not apply to the Charges.
- 12.2 **Enforceability of Security**
- (a) For the purposes of all powers implied by the LPA or any other applicable statute, the Secured Obligations shall be deemed to have become due and payable upon the date of this Deed.
 - (b) Save as provided in Clause 12.3 (*Effect of moratorium*) below, the Security created by or pursuant to this Deed shall become immediately enforceable upon the occurrence of an Acceleration Event and the power of sale conferred by section 101 of the LPA and all other powers conferred on mortgagees and Receivers by law (as varied and extended by this Deed) shall be exercisable in relation to the Charges and the Security Agent may, at any time after an Acceleration Event has occurred, without notice to the Chargors or prior authorisation from any court, in its absolute discretion, take possession, hold or dispose of any Charged Asset at any time after the Charges have become enforceable.
 - (c) The statutory power of leasing conferred upon the Security Agent shall be extended so as to authorise the Security Agent to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Agent thinks fit and without the need to comply with any of the provisions of sections 99 and 100 of the LPA and any lease granted will bind any holder of a subsequent Security deriving title under the Security Agent.
- 12.3 **Effect of moratorium:** The Charges created by or pursuant to this Deed will not become enforceable solely as a result of any person obtaining, or taking steps to obtain, a moratorium under Schedule A1 of the Insolvency Act 1986.

12.4 **Contingencies:** If the Charges are enforced at a time when no amount is due under the Primary Finance Documents but at a time when amounts may or will become due, the Security Agent (or the Receiver) may pay the proceeds of any recoveries effected by it into a suspense account.

12.5 **Renewal of deposits:** Without prejudice to any right of set-off any Secured Party may have under any other Primary Finance Document or otherwise, if any time deposit matures on any account a Chargor has with any Secured Party prior to the Release Date when:

- (a) the Charges have become enforceable; and
- (b) no Secured Obligation is at that time due and payable,

that time deposit will automatically be renewed for any further period which that Secured Party considers appropriate.

12.6 **Right of appropriation: financial collateral**

- (a) To the extent that any of the Charged Assets constitute "financial collateral" and this Deed and the obligations of any Chargor hereunder constitute a "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226) (the "**Regulations**")), the Security Agent shall have the right to appropriate all or any part of such financial collateral in or towards discharge of the Secured Obligations and may exercise such right to appropriate by giving written notice to the relevant Chargors at any time after an Acceleration Event has occurred.
- (b) For the purpose of paragraph (a) above, the parties to this Deed agree that the value of any such appropriated financial collateral shall be:
 - (i) in the case of cash, the amount standing to the credit of each of the relevant bank accounts, together with any accrued but unposted interest, at the time the right of appropriation is exercised; and
 - (ii) in the case of Investments, the market value of such Investments as determined by the Security Agent by reference to the relevant public index or by such other process as the Security Agent may select (including by way of an independent valuation), in each case, acting in a commercially reasonable manner.

The Parties agree that the methods of valuation provided for in this paragraph shall constitute commercially reasonable methods of valuation for the purposes of the Regulations.

13. **RECEIVERS**

13.1 **Appointment of Receivers and Administrators**

- (a) Subject to Clause 12.3 (*Effect of moratorium*) above, if:
 - (i) an Acceleration Event occurs; or
 - (ii) so requested by the relevant Chargor;

the Security Agent may, by deed or otherwise in writing signed by any officer of the Security Agent or any other person authorised by the Security Agent for this purpose without the prior consent of the relevant Chargor:

- (A) appoint one or more persons to be Receiver of any Charged Assets of the relevant Chargor and/or appoint two or more Receivers of separate parts of the Charged Assets; or
 - (B) when permitted by law, appoint one or more persons to be an Administrator of the relevant Chargor pursuant to paragraph 14 of Schedule B1 of the Insolvency Act 1986; or
 - (C) (subject to any requirement for a court order under the Insolvency Act 1986 or any other applicable insolvency law) remove any Receiver so appointed and, at its option, appoint another person(s) to be an additional or replacement Receiver.
- (b) If more than one person is appointed Receiver or Administrator of any assets, each Receiver or Administrator may act either jointly or severally unless the document appointing him states otherwise.
 - (c) Section 109(1) of the LPA does not apply to this Deed.
 - (d) The powers of appointment of a Receiver under this Deed shall be in addition to all other statutory and other powers of appointment of the Security Agent under the LPA or otherwise.

13.2 **Rights of Receivers:** Any Receiver appointed pursuant to this Deed shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up or dissolution of the relevant Chargor) have and be entitled to exercise, in relation to the Charged Assets (and any other assets which when got in, would be Charged Assets) in relation to which he is appointed:

- (a) all the rights, powers, privileges and immunities conferred on an administrative receiver or other receivers duly appointed under the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);
- (b) all the powers conferred by the LPA or any other applicable law on mortgagees, mortgagees in possession and on receivers; and
- (c) all the powers and rights of an absolute owner and power to do or omit to do anything which the Chargor itself could do or omit to do.

In addition, a Receiver shall be entitled (either in his own name or in the name of the relevant Chargor or any trustee or nominee for the relevant Chargor) or otherwise and in such manner and upon such terms and conditions as the Receiver thinks fit and either alone or jointly with any other person:

- (d) **Take possession:** to enter upon, take possession of, get in and collect the Charged Assets, to require directors of such Chargor to call up unpaid share capital and to take action to enforce payment of unpaid calls and to require payment to him or the Secured Parties of any Monetary Claims or credit balance on any Bank Account;
- (e) **Carry on business:** to manage or carry on any business of such Chargor;
- (f) **Contracts:** to enter into any contract or arrangement and to perform, repudiate, rescind or vary any contract or arrangement to which the Chargor is a party to the extent necessary to dispose of the Charged Assets and to perform its obligations;
- (g) **Deal with Charged Assets:** to sell, transfer, assign, exchange, hire out, lend or otherwise dispose of, convert into money or realise the Charged Assets either by

public offer or auction, tender or private contract to any person on any terms and for a consideration of any nature he thinks fit;

(h) **New Subsidiary:**

- (i) to form or procure the formation of any new corporation, trust or partnership (a "**new vehicle**");
- (ii) to subscribe for or acquire any Investment in such new vehicle;
- (iii) to transfer or transfer any right in or grant any lease or licence in any Charged Assets to such new vehicle; and
- (iv) to sell, transfer, assign, exchange or otherwise dispose of any such investments or any rights attaching thereto;

(i) **Borrowings:** to borrow or raise money either unsecured or on the Security of the Charged Assets either in priority to the Charges or otherwise and on such terms as he thinks fit;

(j) **Covenants and guarantees:** to lend money or advance credit to any customer of a Chargor, enter into bonds, covenants, commitments, guarantees, indemnities or like matters and to make all requisite payments to effect, maintain or satisfy the same;

(k) **Rights of ownership:** to the extent permitted by law to manage and use the Charged Assets and to exercise and do (or permit the relevant Chargor or any nominee of it to exercise and do) all such rights and things as the Receiver would be capable of exercising or doing if he were the absolute beneficial owner of the Charged Assets;

(l) **Leases and tenancies:** to grant leases, tenancies or licences and rights of user in relation to any Charged Assets to any person on any terms and for any rent or fee, to agree to any change to such terms or rent and to accept any surrender of such lease, tenancy, licence or rights of user on any terms (including the payment of any surrender premium) and to make agreements and arrangements with and make allowances to any lessees, tenants or other persons from whom any rents and profits may be payable, in each case it shall think fit;

(m) **Repairs:** to effect any repairs or improvements to or insurance on, or do any act which he may think desirable to protect or improve, any Charged Asset or any business of any Chargor or make it more productive, to carry out and/or complete any building operations and to apply for and maintain any planning permissions, building regulation approvals and other consents, in each case as he thinks fit;

(n) **Proceedings and claims:** to bring, prosecute, enforce, defend and abandon actions, suits and proceedings in relation to the Charged Assets or the business of the relevant Chargor;

(o) **Compromise of claims:** to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the relevant Chargor or relating in any way to the Charged Assets;

(p) **Redemption of Security:** to redeem any Security (whether or not having priority to the Charges) over the Charged Assets and to settle the accounts of encumbrancers;

- (q) **Employment:** to appoint and discharge officers, employees, agents and advisors and others for the purposes of this Deed and to discharge any person appointed by the relevant Chargor;
- (r) **Receipts:** to give a valid receipt for any moneys and execute any document which is necessary or desirable for realising any Charged Assets;
- (s) **Insolvency Act 1986:** to exercise all powers set out in Schedule 1 or Schedule B1 or (in the case of a Scottish Receiver) Schedule 2 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver) and any powers added to Schedule 1, Schedule B1 or Schedule 2, as the case may be, after the date of this Deed; and
- (t) **Other powers:** to do all such other acts and things the Receiver may consider necessary or expedient for preserving, improving or realising the Charged Assets or the getting in and collection of the Charged Assets (or any assets which when got in would constitute Charged Assets) or which are incidental to the exercise of any of the rights, powers and discretions conferred on the Receiver under or by virtue of this Deed or by law.

Each of the powers specified in each of the above paragraphs shall (except as otherwise provided) be distinct and shall not be in any way limited by reference to any other paragraph or the order in which they appear.

13.3 **Agent of Chargor:** Any Receiver shall be the agent of the relevant Chargor for all purposes unless and until the relevant Chargor goes into liquidation after which time the Receiver shall act as principal and shall not become agent of the Secured Parties. Subject to any applicable law, the Chargors alone shall be responsible for his contracts, engagements, acts, omissions, defaults and liabilities. No Secured Party shall incur any liability by reason of the appointment of a Receiver under this Deed.

13.4 **Remuneration:** The Security Agent may from time to time determine the remuneration of any Receiver and the maximum rate specified in section 109(6) of the LPA will not apply. The Security Agent may direct payment of such remuneration out of moneys accruing to the Receiver but the Chargors alone shall be liable for the payment of such remuneration and for all other costs, charges and expenses of the Receiver.

14. **DISTRIBUTION**

All moneys from time to time received or recovered by the Security Agent or a Receiver or Delegate pursuant to this Deed or pursuant to the powers conferred by it shall (subject to the terms of the Intercreditor Agreement and the payment of any liabilities having priority to the Secured Obligations by law and by way of variation of the provisions of the LPA), be applied in accordance with clause 16 (*Application of Proceeds*) of the Intercreditor Agreement.

15. **SECURITY AGENT'S RIGHTS**

15.1 **General rights:** All or any of the rights which are conferred by this Deed (either expressly or impliedly) or by law upon a Receiver may be exercised after the Charges become enforceable by the Security Agent or, to the extent permitted by law, an Administrator, irrespective of whether the Security Agent shall have taken possession or appointed a Receiver of the Charged Assets.

15.2 **Redemption of prior Security:**

- (a) Subject to the Intercreditor Agreement and Clause 12.3 (*Effect of moratorium*), in the event of any action, proceeding or step being taken to exercise any powers or remedies conferred by any prior ranking Security or upon the exercise of any power

of sale under this Deed by the Security Agent or any Receiver, the Security Agent may at any time redeem any Security having priority to any Charges or procure the transfer of that Security to itself and may settle the accounts of the prior encumbrancer and any accounts so settled shall, in the absence of manifest error, be conclusive and binding on each Chargor.

- (b) Each Chargor shall, on demand by the Security Agent, pay to the Security Agent all the costs and expenses incurred by it in connection with any such redemption or transfer.
- (c) All the rights conferred by a prior charge upon the chargee or any receiver thereunder shall be exercisable by the Security Agent or a Receiver in like manner as if the same were expressly included herein and the Security Agent shall be entitled to exercise all the rights of a receiver appointed thereunder.

15.3 **Continuation of accounts:** At any time following the commencement of the winding-up of any Chargor or if any Secured Party receives notice or is deemed to have received notice of any subsequent Security affecting the Charged Assets or of any assignment or transfer, the Secured Party may open a new account with it in the name of such Chargor. If the Secured Party does not open a new account, it shall nevertheless be treated as if it had done so at the time when the winding-up commenced or the Secured Party received, or was deemed to have received, notice of such subsequent Security. All payments made thereafter by a Chargor to that Secured Party shall be treated as having been credited to a new account of such Chargor and not as having been applied in reduction of the Secured Obligations as at the time when the winding-up commenced or the Security Agent received such notice.

15.4 **Retention of documents:** The Security Agent shall be entitled to continue to retain any document delivered to it under this Deed relating to a Charged Asset until the Charges over such Charged Asset are released in accordance with this Deed. If, for any reason, it ceases to hold any such document before such time, it may by notice to the relevant Chargor require that the relevant document be redelivered to it and the relevant Chargor shall promptly comply with that requirement or procure that it is complied with.

15.5 **Custody:** The Security Agent shall be entitled to keep all certificates and documents of title relating to the Charged Assets in safe custody at any of its branches or otherwise provide for their safe custody by third parties and shall not be responsible for any loss or damage occurring to or in respect thereof unless such loss or damage shall be caused by its own gross negligence or wilful misconduct.

15.6 **Recovery of debts:** The Security Agent and any manager or officer of the Security Agent or of any branch is hereby irrevocably empowered on or after the date the Charges are first enforced to receive all Monetary Claims and on payment to give an effectual discharge therefor and on non-payment to take (if the Security Agent in its sole discretion so decides) all steps and proceedings either in the name of each Chargor or in the name of the Security Agent for the recovery thereof and also to agree accounts and to make allowances and to give time to any surety. Neither the Security Agent nor any Receiver shall be obliged to make any enquiry as to the sufficiency of any sums received in respect of any Monetary Claims or to make any claims or take any other action to collect or enforce the same.

16. **RESPONSIBILITIES OF SECURITY AGENT, RECEIVERS AND DELEGATES**

16.1 **No obligation to remain in possession:** If the Security Agent, any Receiver or any Delegate shall take possession of the Charged Assets, it may from time to time in its absolute discretion relinquish such possession.

- 16.2 **No liability as mortgagee in possession:** Neither the Security Agent nor any Receiver or Delegate will be liable, by reason of entering upon or into possession of a Charged Asset (or viewing or repairing any Charged Assets or otherwise), to account as mortgagee in possession in respect of any Charged Assets or for any loss upon realisation or for any neglect, default or omission in respect of any Charged Assets for which a mortgagee in possession might otherwise be liable.
- 16.3 **Security Agent's obligation to account:** Neither the Security Agent nor any Receiver, Delegate or their respective officers, employees or agents shall (either by reason of taking possession of the Charged Assets or for any other reason):
- (a) be liable to account to any Chargor or any other person for anything except the Security Agent's own actual receipts which have not been distributed or paid to such Chargor or the persons entitled (or at the time of payment believed by the Security Agent to be entitled) thereto; or
 - (b) be liable to such Chargor or any other person for any costs, losses, liabilities or expenses related to any realisation of any Charged Assets or any other property, assets, rights or undertakings of whatsoever the nature (including but not limited to any other Charged Assets) whether or not owned by the Chargor or any other person or in which the Chargor or such other person has an interest, or from any act, default, omission or misconduct of the Security Agent, any Receiver, any Delegate or their respective officers, employees or agents in relation to the Charged Assets or in connection with any Primary Finance Document unless caused by its own gross negligence or wilful misconduct.
- 16.4 The Security Agent shall not be responsible for the perfection of the Security constituted by this Deed and shall not be liable for any failure to perfect such Security.

17. **POWER OF ATTORNEY**

- 17.1 **Appointment:** Each Chargor, by way of Security, upon the occurrence of an Event of Default which is continuing (or, in the case of Clauses 7 (*Monetary Claims*), 8 (*Bank Accounts*), 9 (*Intellectual Property*) and 10 (*Insurance*), after an Acceleration Event), or any circumstance where such Chargor has failed to comply with Clause 11 (*Assigned Contracts*) of this Deed and clause 25.13 (*Further assurance*) of the Facilities Agreement within 5 Business Days of being notified of that failure and being requested to comply to the extent necessary, irrevocably appoints the Security Agent, every Receiver and every Delegate severally to be its attorney (with full power of substitution), on its behalf and in its name or otherwise, at such time and in such manner as the attorney thinks fit:
- (a) to do all acts and things which such Chargor is obliged to do under this Deed (or any other Primary Finance Document) but has failed to do, including, without limitation:
 - (i) to execute charges over, transfers, conveyances, assignments and assurances of, and all other instruments, notices, orders and directions relating to, the Charged Assets; and
 - (ii) to register or renew registration of the existence of the Charges or the restrictions on dealing with the Charged Assets in any register;
 - (b) to transfer any interest in any Charged Assets in the circumstances in which such transfer may be required under this Deed, including on an enforcement of the Charges over such Charged Assets; and

- (c) to exercise any right conferred on the Security Agent, any Receiver or any Delegate in relation to the Charged Assets under this Deed or any other Primary Finance Document or by law after such right has become exercisable.
- 17.2 **Ratification:** Each Chargor agrees to ratify and confirm whatever any such attorney shall do or purport to do in the exercise or purported exercise of the power of attorney granted by Clause 17.1 (*Appointment*).
- 17.3 **Sums recoverable:** All moneys expended by the Security Agent, any Receiver, any Delegate or any attorneys shall be recoverable from the Chargor under Clause 19 (*Expenses, stamp duty and indemnities*) below and clause 21 (*Costs and expenses*) of the Intercreditor Agreement.
- 18. **PROTECTION OF THIRD PARTIES**
- 18.1 **No duty to enquire:** No person dealing with the Security Agent, any Receiver or any Delegate shall be concerned to enquire:
 - (a) whether any right which the Security Agent or any Receiver or Delegate is purporting to exercise or any of its powers has arisen or become exercisable or as to the propriety or validity of the exercise or purported exercise of any such power;
 - (b) whether any of the Secured Obligations have become payable or any amount remains outstanding under the Primary Finance Documents;
 - (c) as to the application of any money borrowed or raised or paid to the Security Agent or any Receiver, Administrator or Delegate; or
 - (d) as to the propriety or regularity of such dealings.
- 18.2 **Receipt:** The receipt of the Security Agent or any Receiver or Delegate shall be conclusive discharge to a purchaser and, in making any sale or disposal of any of the Charged Assets or in making any acquisition, the Security Agent or any Receiver or Delegate may do so for any such consideration, in such manner and on such terms as it thinks fit. Such receipt shall relieve the Security Agent, Receiver or Delegate (as the case may be) of any obligation to see to the application of any moneys paid to or by the direction of the Security Agent, any Receiver or Delegate.
- 18.3 **Statutory protection:** All the protection to purchasers contained in sections 104 and 107 of the LPA, section 42(3) of the Insolvency Act 1986 or in any other applicable legislation shall apply to any person purchasing from or dealing with the Security Agent, any Secured Party, any Receiver or any Delegate.
- 18.4 **Tacking:** Subject to the terms of the Intercreditor Agreement, each Super Senior Creditor is under an obligation to make further advances and that obligation will be deemed to be incorporated in this Deed as if set out in this Deed.
- 19. **EXPENSES, STAMP DUTY AND INDEMNITIES**
- The provisions of clauses 21 (*Costs and Expenses*) and 22 (*Other Indemnities*) of the Intercreditor Agreement shall apply to this Deed.
- 20. **PAYMENTS**
- 20.1 **Certificates:** A certificate, determination, notification or opinion of the Security Agent or any other Secured Party as to the amount of the Secured Obligations or any other matter

connected with this Deed or the Charges shall, in the absence of manifest error, be conclusive evidence of the matters to which it relates.

- 20.2 **Payments:** All payments under or pursuant to this Deed (including damages in respect of breaches hereof) shall be made in accordance with the Intercreditor Agreement or in such other manner as the Security Agent may agree and direct.

21. **EFFECTIVENESS OF SECURITY**

- 21.1 **Chargors' obligations continuing:** The Security created by or pursuant to this Deed shall remain in full force and effect as continuing security for the Secured Obligations unless and until discharged by the Security Agent. Each Chargor's obligations under Clause 2 (*Covenant to pay*) and the Charges are continuing obligations and will extend to the ultimate balance of the Secured Obligations, regardless of any intermediate payment or discharge in whole or in part.
- 21.2 **Cumulative rights:** The rights and remedies provided in this Deed are cumulative and in addition to and independent of and not in any way prejudiced by any rights or remedies provided by law or any other Security, guarantees or rights of set-off or combination thereof held by any Secured Party. No prior Security held by the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties over the whole or any part of the Charged Assets shall merge into the Security constituted by this Deed.
- 21.3 **Failure to exercise rights:** No failure by the Security Agent to exercise or delay in the exercise of any right or remedy under this Deed will operate as a waiver thereof nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy.
- 21.4 **Immediate recourse:** This Deed and the Chargors' obligations under this Deed are in addition to, and not to be prejudiced by or to be merged with, any other guarantee, indemnity or Security at any time existing in favour of any person. Each Chargor waives any right it may have to require any Secured Party (or any trustee or agent on its behalf) to make demand of, proceed against or enforce any other rights or Security or claim payment from any person before claiming against such Chargor. This waiver applies irrespective of any law or any provision of any Primary Finance Document (other than the Intercreditor Agreement) to the contrary.
- 21.5 **Grant of waivers:** A waiver given or consent granted by the Security Agent under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.
- 21.6 **Waiver of defences:** As between each Chargor and the Secured Parties but without affecting the obligations of any Debtor, each Chargor shall be liable under Clause 2 (*Covenant to pay*) as if it were the principal debtor and not merely a surety. Neither the Charges nor the obligations of each Chargor under this Deed shall be discharged or affected by (and each Chargor hereby irrevocably waives any defences it may now or hereafter acquire in any way relating to) any act, omission, matter or thing which, but for this Clause 21.6, would reduce, release or prejudice any of its obligations under any Primary Finance Document (without limitation and whether or not known to such Chargor or any Secured Party) including:
- (a) any time, waiver or consent given to, or any composition with, any Chargor, Debtor or any other person;

- (b) the release of any Chargor, Debtor or any other person under the terms of any composition or arrangement with any creditor of any member of the Restricted Group (other than any express release of the Charges given in accordance with this Deed);
- (c) any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case however fundamental and of whatever nature) or replacement of any Primary Finance Document or any other document or Security, including without limitation any change in the purpose of, any new or increased advances or utilisations, any extension of any date for payment or any increase in any commitment or facility or the issue of any additional notes or the addition of any new facility under any Primary Finance Document or other document or Security;
- (d) the taking, variation, compromise, exchange, renewal, release of, or the refusal or neglect to take, perfect or enforce, any rights against, or Security over, assets of, any Chargor, Debtor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;
- (e) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Chargor, Debtor or any other person;
- (f) the illegality, invalidity or unenforceability of any obligation of any person under, or expressed to arise under, any Primary Finance Document or other document or Security; or
- (g) any insolvency or similar proceedings.

21.7 **Deferral of Chargors' rights:** Until all Secured Obligations have been irrevocably and unconditionally paid and discharged in full or the Security Agent otherwise directs, no Chargor shall exercise any rights which it may have (by reason of performance by it of its obligations under the Primary Finance Documents or by reason of any amount being payable, or liability arising, under this Deed):

- (a) to be indemnified by any other Debtor;
- (b) to claim any contribution or payment from any other provider of Security or surety of any Debtor's obligations under the Primary Finance Documents;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of any Secured Parties under the Primary Finance Documents or of any other Security or guarantee taken pursuant to, or in connection with, the Primary Finance Documents by any Secured Party;
- (d) to bring legal or other proceedings for an order requiring any Debtor or Chargor to make any payment, or perform any obligation, in respect of which any Debtor or Chargor has given a guarantee, undertaking or indemnity under this Deed;
- (e) to exercise any right of set-off against any Debtor; and/or
- (f) to claim or prove as a creditor of any Debtor in competition with any Secured Party.

If a Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Secured Parties by the Chargors under or in connection with the Primary Finance Documents to be repaid in full on trust for the Secured Parties and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct for application in accordance with Clause 14 (*Distribution*).

- 21.8 **Partial invalidity:** If at any time any provision of this Deed is or becomes invalid, illegal or unenforceable in any respect (or any of the Charges intended to be created by or pursuant to this Deed is ineffective) in any jurisdiction, that shall not affect the legality, validity or enforceability of:
- (a) the remaining provisions or the effectiveness of any of the remaining Charges in that jurisdiction; or
 - (b) that or any other provision or the effectiveness of such Charges in any other jurisdiction.
- 21.9 **Reinstatement:** If any discharge, release or arrangement (whether in respect of the obligations of any Chargor or Debtor or any Security for those obligations or otherwise) is made by a Secured Party in whole or in part on the basis of any payment, Security or other disposition which is avoided or reduced (or must be restored in insolvency, liquidation, administration or otherwise, without limitation), then the liability of each Chargor and Debtor and the Charges will continue or be reinstated as if the discharge, release or arrangement, avoidance or reduction had not occurred.
- 21.10 **Security retention:** If the Security Agent (acting reasonably) considers that any amount paid or credited under any Primary Finance Documents is capable of being avoided or as a result of insolvency or any similar event as is reasonably likely to be so avoided, reduced or otherwise set aside under any laws relating to insolvency or otherwise that amount shall not be treated as paid for the purposes of determining whether the Secured Obligations have been paid.
- 21.11 **Final redemption:**
- (a) Without prejudice to clause 13 (*Non-Distressed Disposals*) of the Intercreditor Agreement, the Security Agent shall at the request and cost of the relevant Chargors on the date on which it is satisfied that all the Secured Obligations have been irrevocably and unconditionally paid and discharged in full and no Secured Party is under any further actual or contingent liability to advance further monies to or incur liabilities on behalf of any Debtor under the Primary Finance Documents (the "**Release Date**") or following receipt of a notice under paragraph (b) below, take all reasonable steps to release and/or re-assign the Charged Assets from the Charges but without recourse to or any representation or warranty by the Security Agent or any of its nominees.
 - (b) All documents which are necessary in connection with the redemption of the Charges or the transfer of the Charged Assets back to the relevant Chargor shall be in such form as the Security Agent shall reasonably require.
- 21.12 **Consolidation:** Section 93 of the LPA (restricting the right of consolidation of the Charges with any other Security) shall not apply to the Charges and the Security Agent may consolidate all or any of the Charges with any other Security to the extent lawful.
- 21.13 **Appropriations:** Until all Secured Obligations have been irrevocably and unconditionally paid and discharged in full and all facilities which might give rise to Secured Obligations have been terminated, each Secured Party (or any trustee or agent on its behalf) may, subject to the terms of the Intercreditor Agreement and without affecting the liability of any Chargor under this Deed:
- (a) refrain from applying or enforcing any other moneys, Security or rights held or received by that Secured Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit

(whether against those amounts or otherwise) and no Chargor shall be entitled to the benefit of the same; and

- (b) hold in an interest-bearing suspense account any moneys received from any Chargor or on account of any Chargor's liability under this Deed.

22. SET-OFF

22.1 **Set-Off:** After an Acceleration Event has occurred, the Security Agent and each other Secured Party may (without notice to the relevant Chargor) set off or otherwise apply against the Secured Obligations any credit balance to which any Chargor is entitled on any account with the Security Agent or such Secured Party and any other obligation (contingent or otherwise) owing by the Security Agent or such Secured Party regardless of the place of payment, booking branch or currency of either obligation or the terms of any deposit standing to the credit of such account.

22.2 **Currency conversion:** A Secured Party may exercise such rights notwithstanding that the obligations concerned may be expressed in different currencies and each Secured Party is authorised to convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

22.3 **Set-off rights cumulative:** This Clause 22 (*Set-off*) shall be in addition to and without prejudice to any rights of set-off or any other rights or remedies which a Secured Party may have.

23. COMMUNICATIONS

Any communication or document made or delivered under or in connection with this Deed shall be made or delivered in accordance with clause 24 (*Notices*) of the Intercreditor Agreement.

24. COUNTERPARTS

This Deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

25. CHANGES TO PARTIES

25.1 **Assignment:** The Security Agent and any Secured Party may at any time assign or otherwise transfer all or any part of its rights under this Deed in accordance with and subject to the Primary Finance Documents. Subject to the provisions of the Intercreditor Agreement, the Security Agent shall be entitled to disclose such information concerning the Chargors and this Deed as the Security Agent considers appropriate to any actual or proposed direct or indirect successor, or to any person to whom information may be required to be disclosed by any applicable law.

25.2 **Accession:**

- (a) Each Chargor shall procure that any new Subsidiary of it which is required to do so by the terms of the Facilities Agreement executes a Security Accession Deed and thereby charges its assets and undertaking contemplated by this Deed to the Security Agent.
- (b) Each Chargor consents to new Subsidiaries becoming Chargors as contemplated by Clause 25.1 (*Assignment*) and irrevocably appoints Amigo Loans Group Ltd as its agent for the purpose of executing accession deeds on its behalf.

26. **GOVERNING LAW AND SUBMISSION TO JURISDICTION**

26.1 **Governing law:** This Deed is governed by and shall be construed in accordance with English law. Any non-contractual obligations arising out of or in connection with this Deed are governed by English law.

26.2 **Jurisdiction:**

- (a) Subject to paragraph (c) below, the courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) or the consequences of its nullity (a "**Dispute**").
- (b) The parties agree that the courts of England are the most appropriate and convenient courts to settle any Disputes between them and accordingly no party shall argue to the contrary.
- (c) This Clause is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking:
 - (i) proceedings relating to a Dispute in any other courts with competent jurisdiction; and
 - (ii) to the extent allowed by law, concurrent proceedings in any number of jurisdictions.

IN WITNESS WHEREOF the parties hereto have caused this Deed to be duly executed as a deed on the date first written above.

**SCHEDULE 1
THE CHARGORS**

<u>Chargor</u>	<u>Register Number</u>
Amigo Loans Ltd	04841153
Amigo Management Services Ltd	05391984
R G Catering Limited	05391989
Amigo Loans Group Ltd	10624393
Amigo Loans Holdings Ltd	10624542

SCHEDULE 2¹
DETAILS OF THE SCHEDULED REAL PROPERTY

Registered land

<u>Chargor</u>	<u>County and District (or London Borough)</u>	<u>Address or description</u>	<u>Title No.</u>
----------------	--	-------------------------------	------------------

[Intentionally left blank]

Unregistered land

<u>Chargor</u>	<u>County and District (or London Borough)</u>	<u>Address or description</u>	<u>Root of title</u>
----------------	--	-------------------------------	----------------------

[Intentionally left blank]

¹ W&C to confirm that schedules are up-to-date and correct.

SCHEDULE 3
DETAILS OF THE SCHEDULED INTELLECTUAL PROPERTY

Registered Intellectual Property

<u>Registered Owner</u>	<u>Country</u>	<u>Application/Registration Number</u>
-------------------------	----------------	--

Patents

<u>Registered Owner</u>	<u>Country</u>	<u>Application/Registration Number</u>
-------------------------	----------------	--

Trade Marks

<u>Registered Owner</u>	<u>Country</u>	<u>Application/Registration Number</u>
-------------------------	----------------	--

Design Rights

<u>Registered Owner</u>	<u>Country</u>	<u>Application/Registration Number</u>
-------------------------	----------------	--

Unregistered Intellectual Property

<u>Owner</u>	<u>Description of Work/Design/Database</u>	<u>Intellectual Property</u>
--------------	--	------------------------------

All copyright/design
right/copyright and database

right

Domain Names

Registrant

Domain Name

SCHEDULE 4
DETAILS OF THE SCHEDULED INVESTMENTS

<u>Chargor</u>	<u>Shares held in</u>
Amigo Management Services Ltd	R G Catering Limited
Amigo Loans Group Ltd	Amigo Loans Holdings Ltd
Amigo Loans Holdings Ltd	Amigo Loans Limited
	Amigo Management Services Ltd
	Amigo Loans International Limited

SCHEDULE 5
DETAILS OF THE SCHEDULED BANK ACCOUNTS

Account Holder	Bank	Bank Account number	Sort code
Amigo Loans Ltd	NatWest Bournemouth The Square 5 Old Christchurch Road Bournemouth BH1 1DU	████████████████████	██████
		████████████████████	██████
		████████████████████	██████
Amigo Management Services Ltd		██████	██████
R G Catering Limited		██████	██████

SCHEDULE 6
NOTICES FOR BANK ACCOUNTS

To: [name of Account Bank]

[address]

Dated: [•]

Dear Sirs

[•] (the "**Chargor**")

Name of account	Account number and sort code

Debenture dated _____ 2018 made between, amongst others, the Chargor and U.S. Bank Trustees Limited as Security Agent (the "**Deed**")

1. We hereby give notice that, pursuant to the Deed, the Chargor has subject to the Existing Debentures (as defined in the Deed) charged (by way of first fixed charge) in favour of the Security Agent all its rights, title and interest in and to, the accounts with you listed above (the "**Specified Accounts**") and any other bank account maintained with you (the "**Accounts**"), including all moneys which may at any time be standing to the credit of such accounts. A copy of the Deed is enclosed. Unless otherwise defined herein, all defined terms used shall have the meaning given to them in the Deed.
2. Subject to any notice required pursuant to the Existing Debentures, the Chargor hereby irrevocably and unconditionally instructs and authorises you:
 - (a) to disclose to the Security Agent any information relating to the Accounts which the Security Agent reasonably requests you to disclose;
 - (b) following notice from the Security Agent that an Acceleration Event has occurred:
 - (i) to pay or to release any moneys standing to the credit of the Accounts, in accordance with any instructions which you receive from the Security Agent;
 - (ii) not to permit any withdrawal of any moneys standing to the credit of the Accounts, without the prior written consent of the Security Agent and to hold all such moneys to the order of the Security Agent; and
 - (iii) to comply with the terms of any written notices or instructions relating to the Deed and/or the Accounts and the debts represented by them which you receive from the Security Agent.
3. The Security Agent hereby confirms that the Chargor may operate the Specified Accounts in accordance with the terms of the mandates relating to such Specified Accounts until receipt of further notice as contemplated by paragraph 2 above.
4. The instructions and authorisations which are contained in this letter shall remain in full force and effect until the Chargor and the Security Agent together giving you notice in writing

revoking or amending them. You may comply with the instructions contained in this letter without further authority from the Chargor.

5. The instructions and authorisations in this letter supersede any instructions and authorisations to the contrary given to you by or on behalf of any Chargor other than any instructions and authorisations contained in any notice delivered in respect of the Existing Debentures.
6. This letter and all non-contractual obligations arising out of or in connection with it are governed by and will be construed in accordance with the laws of England and Wales.
7. Please acknowledge your acceptance of the instructions and authorisations contained in this notice by signing the attached Form of Acknowledgement and returning it to the Security Agent at 125 Old Broad Street, Fifth Floor, London, EC2N 1AR, United Kingdom copied to us.

Yours faithfully

[*name of Chargor*]

By

Authorised Signatory

Form of Acknowledgement of Notice to Account Bank for a Bank Account (other than any Relevant Account)

To: U.S. Bank Trustees Limited

Copy: [Chargor]

Dear Sirs

Debenture dated _____ 2018 made between, amongst others, the Chargor and U.S. Bank Trustees Limited as Security Agent (the "Deed")

We hereby acknowledge receipt of the notice (a copy of which is attached hereto (the "**Notice**")) dated [•] and addressed to us by you regarding the Accounts. Terms defined in the Notice shall have the same meanings when used in this letter. We hereby confirm that we:

- (a) accept the instructions and authorisations contained in the Notice and agree to comply with the terms thereof;
- (b) will not make or exercise, any claims or demands, any rights of counterclaim, Security, rights of combination, consolidation or set-off or rights against the Chargor in respect of the Accounts and/or the debts represented by them unless:
 - (i) they are created by law or contained in our standard terms and conditions and, in each case, cannot be waived;
 - (ii) otherwise permitted by the Notice; or
 - (iii) in each case with the consent of the Security Agent;
- (c) apart from any notice received pursuant to the Existing Debentures, have not received notice of any interest of any third party in any Account and/or the debts represented by them and to our knowledge there are no restrictions on the creation of Security over the Accounts pursuant to the Deed; and
- (d) have not designated [any of] the [Specified] Account[s] a dormant account within the meaning of the Dormant Bank and Building Society Accounts Act 2008 and we agree that we will not so designate the [Specified] Account[s] or take any steps to transfer the balance standing to the credit of the [Specified] Account to the reclaim fund without the Security Agent's prior written consent.

We agree that, in the event that we become aware at any time that any person other than yourselves has or will have any right or interest in the Accounts and/or the debts represented by them, we will promptly notify you.

The only Account[s] maintained with us [is] [are] the Specified Account[s] referred to in the Notice [and [•]].

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully

.....
[*name of bank*]

**SCHEDULE 7
ASSIGNED CONTRACTS**

Part 1

N/A

Part 2

N/A

**SCHEDULE 8
NOTICES OF ASSIGNMENT**

Part 1

Form of Notice of Assignment of Assigned Contract

To: *[insert name and address of counterparty]*

[•]

Dear Sirs,

Re: *[identify the Assigned Contract]* (the "**Document**")

We give notice to you that [] (the "**Chargor**") has assigned in favour of U.S. Bank Trustees Limited (the "**Security Agent**") for the benefit of itself and certain other banks, financial institutions and other entities or persons (the "**Secured Parties**") all its right, title and interest in the Document as security for certain obligations owed by the Chargor to the Secured Parties pursuant to a debenture dated _____ 2018 made between, amongst others, the Chargor and U.S. Bank Trustees Limited as Security Agent (the "**Deed**"). Such charge and agreement to assign is subject to (i) the debenture dated 20 January 2017 made between Amigo Holdings Limited, Amigo Loans Ltd, Amigo Management Services Ltd and R G Catering Limited as original chargors and U.S. Bank Trustees Limited as security agent and (ii) the debenture dated 19 December 2017 made between Amigo Loans Ltd, Amigo Management Services Ltd, R G Catering Limited, Amigo Loans Group Ltd and Amigo Loans Holdings Ltd as original chargors and U.S. Bank Trustees Limited as security agent (the "**Existing Debentures**").

We further notify you that:

1. the Chargor shall remain entitled to exercise all its rights, powers and discretions under the Document, except that, other than in accordance with the Primary Finance Documents, the Chargor shall not and you agree that the Chargor shall not, in any manner which could reasonably be expected to affect adversely the Secured Parties in any material respect, amend, supplement, vary or waive (or agree to amend, supplement, vary or waive) any provision of the Document or exercise any right to rescind, cancel or terminate the Document or give any consent under the Document without the prior written consent of the Security Agent;
2. subject to paragraph (1) above you may continue to deal with the Chargor in relation to the Document until you receive written notice to the contrary from the Security Agent. Thereafter the Chargor will cease to have any right to deal with you in relation to the Document and therefore from that time you should deal only with the Security Agent;
3. you are authorised to disclose information in relation to the Document to the Security Agent on request;
4. following notice from the Security Agent that the security created under the Deed has become enforceable you must hold all sums from time to time due and payable by you to the Chargor under the Document to the order of the Security Agent;
5. subject to any notice received pursuant to the Existing Debentures, you will pay or release all moneys to which the Chargor is entitled under the Document to the Chargor until the Security Agent directs otherwise;
6. the provisions of this notice may only be revoked with the written consent of the Security Agent;

7. you should continue to give notices under the Document to the Chargor, in each case unless and until you receive written notice from the Security Agent to the contrary, in which event all such rights, powers and discretions shall be exercisable by, and notices shall be given to, the Security Agent or as it directs; and
8. the Chargor will remain liable to perform all its obligations under the Document and neither the Security Agent nor any receiver, delegate or sub-delegate appointed by it shall at any time be under any obligation or liability to you under or in respect of the Document.

Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Chargor) by way of confirmation that:

- (a) you agree to the terms set out in this notice and to act in accordance with its provisions;
- (b) apart from any notice received pursuant to the Existing Debentures, you have not received notice that the Chargor has assigned its rights under the Document to a third party or created any other interest (whether by way of security or otherwise) in the Document in favour of a third party;
- (c) you will pay any sums payable to the Chargor or any other person under or pursuant to the Document as directed by or pursuant to this notice or by the Security Agent; and
- (d) you do not have and will not exercise any rights of counterclaim or set-off in respect of any Document.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Security Agent at 125 Old Broad Street, Fifth Floor, London, EC2N 1AR, United Kingdom marked for the attention of Relationship Management.

Yours faithfully

[insert name of Chargor(s)]

U.S. Bank Trustees Limited

By
Authorised Signatory

By
Authorised Signatory

Form of Acknowledgement of Notice of Assignment of Assigned Contract

To: U.S. Bank Trustees Limited as trustee for the Secured Parties (the "**Security Agent**")

Copy to: *[insert name and address of [Chargor]]*

We hereby acknowledge receipt of the above notice and confirm the matters set out in paragraphs 8(a) to 8(d) above.

.....

for and on behalf of

[insert name of Counterparty]

Dated:

cc. *[Name of Chargor(s)]*

Part 2
Form of Notice of Assignment to Insurers

To: [insert name and address of insurance company]

[•]

Dear Sirs,

Re: [identify the relevant Insurance Policy(ies)] (the "**Policies**")

1. We hereby notify you that [insert name of [relevant] Chargor] (the "**Company**") has [assigned (subject to a proviso for re-assignment on redemption) to/charged] in favour of U.S. Bank Trustees Limited (the "**Security Agent**") for the benefit of itself and certain other banks and financial institutions (the "**Secured Parties**") all its right, title and interest in the Policies as Security for certain obligations owed by the Company to the Secured Parties. Such charge and agreement to assign is subject to (i) the debenture dated 20 January 2017 made between Amigo Holdings Limited, Amigo Loans Ltd, Amigo Management Services Ltd and R G Catering Limited as original chargors and U.S. Bank Trustees Limited as security agent and (ii) the debenture dated 19 December 2017 made between Amigo Loans Ltd, Amigo Management Services Ltd, R G Catering Limited, Amigo Loans Group Ltd and Amigo Loans Holdings Ltd as original chargors and U.S. Bank Trustees Limited as security agent (the "**Existing Debentures**").
2. We further notify you that:
 - (a) you may continue to deal with the Company in relation to the Policies until you receive written notice to the contrary from the Security Agent. Thereafter the Company will cease to have any right to deal with you in relation to the Policies and therefore from that time you should deal only with the Security Agent;
 - (b) you are authorised to disclose information in relation to the Policies to the Security Agent on request;
 - (c) following notice from the Security Agent that the Security has become enforceable, you must hold all sums from time to time due and payable by you to us under the Policies to the order of the Security Agent;
 - (d) following notice from the Security Agent that the Security has become enforceable and subject to any notice received pursuant to the Existing Debentures, you will pay or release all moneys to which the Company is entitled under the Policies to such persons as the Security Agent shall direct; and
 - (e) the provisions of this notice may only be revoked with the written consent of the Security Agent.
3. Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Company) by way of confirmation that:
 - (i) you agree to the terms set out in this notice and to act in accordance with its provisions;
 - (ii) you will not cancel, avoid, release or otherwise allow the Policies to lapse without giving the Security Agent at least 30 days' written notice;
 - (iii) apart from any notice received pursuant to the Existing Debentures, you have not received notice that the Company has assigned its rights under the

Policies to a third party or created any other interest (whether by way of Security or otherwise) in the Policies in favour of a third party; and

- (iv) the Security Agent shall not in any circumstances be liable for the premiums in relation to the Policies.

- 4. This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Security Agent at 125 Old Broad Street, Fifth Floor, London, EC2N 1AR, United Kingdom marked for the attention of Relationship Management.

Yours faithfully

.....
for and on behalf of
[insert name of Company]

Form of Acknowledgement of Notice of Assignment to Insurers

To: U.S. Bank Trustees Limited

Copy to: *[insert name and address of Chargor]*

We hereby acknowledge receipt of the above notice and confirm the matters set out in paragraph 3 above.

.....
for and on behalf of
[insert name of insurance company]

Dated:

SCHEDULE 9
FORM OF SUPPLEMENTAL LEGAL CHARGE

SHEARMAN & STERLING

Dated _____ 201[•]

[NAME OF CHARGOR]

as Chargor

- and -

U.S. BANK TRUSTEES LIMITED

as Security Agent

SUPPLEMENTAL LEGAL CHARGE

Relating to a Debenture dated _____ 2018

[Note: this Supplemental Legal Charge is subject to the terms of an intercreditor deed dated [•] (made between, amongst others, [•] and [•])]

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THIS DEED is made on _____ 201__

BETWEEN:

- (1) **[NAME OF CHARGOR]** [(a company incorporated in England and Wales with registered number [●])] (the "**Chargor**"); and
- (2) **U.S. BANK TRUSTEES LIMITED** as Security Agent.

RECITALS

- (A) This deed is supplemental to a debenture dated _____ 2018 between, amongst others, the Chargor and the Security Agent (the "**Third Debenture**").
- (B) The Chargor owns or has acquired an interest in the [freehold] [and] [leasehold] property specified in the schedule to this deed (the "**Property**") and is required to enter into this deed pursuant to clause 5.1 (*After-acquired Real Property*) of the Third Debenture.
- (C) This deed is supplemental to the Third Debenture and it is intended that it takes effect as a deed notwithstanding the fact that a party may only execute it under hand.

THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION AND CONSTRUCTION

- 1.1 Unless otherwise expressly defined in this Deed or the context otherwise required, words and expressions defined in the Second Debenture or the Intercreditor Agreement have the same meaning in this deed or any notice given under or in connection to this deed.
- 1.2 The provisions of clause 1.3 (*Construction*) of the Third Debenture apply to this deed as though they were set out in full in this deed except that references to the Third Debenture are to be construed as references to this deed.
- 1.3 The terms of the Primary Finance Documents and of any side letters between any party in relation to any Primary Finance Documents are incorporated in this deed to the extent required for any purported disposition of the Property contained in this deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

2. CHARGING CLAUSE

Subject to clause 3.10 (*Existing Debentures*) of the Third Debenture, the Chargor charges:

- (a) in favour of the Security Agent (for the benefit of itself and the other Secured Parties);
- (b) with full title guarantee; and
- (c) as Security for the payment and discharge of all Secured Obligations,

by way of first legal mortgage the Property and any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property, including all Related Rights.

3. INCORPORATION

The provisions of clause 4 (*General Obligations*) and clauses 12 (*Enforcement*) to 26 (*Governing Law and Submission to Jurisdiction*) (both inclusive) of the Third Debenture shall

be deemed to be incorporated into this deed with all necessary modifications as if they were set out in full in this deed [*and references in the Third Debenture to "a Chargor" shall be deemed to be references to the Chargor*].

4. CONTINUATION

- 4.1 The Third Debenture will remain in full force and effect as supplemented by this deed. From the date of this deed, the Third Debenture and this deed shall be read and construed together.
- 4.2 This Security is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other Security or right which the Security Agent and/or any other Secured Party may now or after the date of this deed hold for the payment and discharge of the Secured Obligations and this Security may be enforced against the Chargor without first having recourse to any other rights of the Security Agent or any other Secured Party.
- 4.3 References in the Third Debenture to "this Deed", "hereof", "hereunder" and expressions of similar import shall be deemed to be references to the Third Debenture as supplemented by this deed.

5. ACKNOWLEDGEMENTS

This document is a Security Document for the purposes of the Intercreditor Agreement.

6. INTERCREDITOR AGREEMENT

The application of recoveries under this deed is regulated by the terms of the Intercreditor Agreement.

7. COUNTERPARTS

This deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of the deed.

8. GOVERNING LAW AND JURISDICTION

- 8.1 This deed and any non-contractual obligations arising out of or in connection with it and any dispute or proceeding arising out of or relating to it shall be governed by English law.
- 8.2 Subject to clause 8.4 below, the courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed or any non-contractual obligation arising out of or in connection with this deed) or the consequences of its nullity (a "**Dispute**").
- 8.3 The parties agree that the courts of England are the most appropriate and convenient courts to settle any Disputes between them and accordingly no party shall argue to the contrary.
- 8.4 This clause is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking:
- (a) proceedings relating to a Dispute in any other courts with jurisdiction; and
 - (b) to the extent allowed by law, concurrent proceedings in any number of jurisdictions.

IN WITNESS whereof the parties hereto have caused this deed to be duly executed on the date first written above.

SCHEDULE

The Property

County and District (or London Borough)	Address or Description	Title No.

SIGNATORIES

For execution by an English Company

THE COMMON SEAL of)
[NAME OF COMPANY])
was, pursuant to a board resolution)
duly passed on [•])
affixed to this Deed)
in the presence of:) [SEAL]

Director:

Director/Secretary:

OR

EXECUTED AS A DEED by)
[NAME OF COMPANY])
acting by a director or)
two authorised signatories)

Name(s)

.....

Witness's signature

.....

(if signed by one director only)

Name

.....

Address:

.....

Notice Details

Address:

Facsimile:

Attention:

For execution by a Foreign Company

EXECUTED AS A DEED by)
[NAME OF COMPANY])
acting by [Name of Authorised signator[y]][ies]])
acting under the authority of)
[NAME OF COMPANY])

Director:

Director/Secretary:

Notice Details

Address:

Facsimile:

Attention:

For execution by a Foreign Company (form recommended by Land Registry)

(subject to it being valid in the company's country of incorporation)

SIGNED AS A DEED by) [Signature[s] of authorised
on behalf of [NAME OF COMPANY]) signator[y/ies]]
a company incorporated in [COUNTRY OF)
INCORPORATION],)
by [NAME OF AUTHORISED SIGNATORY])
[and)
[NAME OF SECOND AUTHORISED)
SIGNATORY]],)
being [a] person[s] who, in accordance with the)
laws)
of that territory,)
[is/are] acting under the authority of [NAME OF)
COMPANY])

Notice Details

Address:

Facsimile:

Attention:

For execution by an attorney (if the attorney is an individual and is authorised by the power of attorney to sign in his own name)

SIGNED AS A DEED by)
[NAME OF ATTORNEY]) [signature of attorney]
as attorney for)
[NAME OF PRINCIPAL])
in the presence of:)

Witness's signature.....

Name.....

Address.....

For execution by an attorney (in other cases where the attorney is an individual)

SIGNED AS A DEED by)
[NAME OF PRINCIPAL]) [Attorney to sign "[Name of
acting by its attorney) principal] by its attorney
[NAME OF ATTORNEY]) [Name of attorney]"
in the presence of:)

Witness's signature.....

Name.....

Address.....

For execution by an attorney (where the attorney is an English company incorporated under the Companies Act not using its seal)

EXECUTED AS A DEED by)
[NAME OF ATTORNEY COMPANY])
acting by [NAME OF DIRECTOR] [DIRECTOR])
and [NAME OF DIRECTOR/SECRETARY])
[DIRECTOR/SECRETARY])
as attorney for)
[NAME OF PRINCIPAL])
[in the presence of:])

.....
Director of attorney company

.....
Director/Secretary of attorney company

For execution by an attorney (where the attorney is a company using its seal the precise manner of execution will depend on the company's articles, but the following can often be used)

THE COMMON SEAL of)
[NAME OF ATTORNEY COMPANY])
acting as attorney for) [Common seal of attorney
[NAME OF PRINCIPAL]) company]
was affixed to this Deed)
in the presence of:)

.....
Director

.....
Director/Secretary

For execution by an Attorney (where the attorney is a company executing a deed or other instrument conveying property (and therefore within s74(4) of the LPA)), the following may (but need not) be used

EXECUTED AS A DEED by)	
[NAME OF PRINCIPAL])	[Officer to sign "[Name of
acting by [NAME OF OFFICER OF ATTORNEY)	principal] by [Name of officer],
COMPANY])	duly appointed officer of its
duly appointed to execute as an officer of its)	attorney, [Name of attorney
attorney,)	company]"
[NAME OF ATTORNEY COMPANY],)	
in the presence of:)	

Witness's signature.....

Name.....

Address.....

EXECUTED by)
[•])
the Security Agent)
acting by:)

Notice Details

Address:

Facsimile:

Attention:

**SCHEDULE 10
FORM OF SECURITY ACCESSION DEED**

THIS SECURITY ACCESSION DEED is made on _____.

BETWEEN:

- (1) _____, a company incorporated in England and Wales with registered number [●] (the "**New Chargor**");
- (2) **AMIGO HOLDINGS LIMITED** (the "**Parent**"); and
- (3) **U.S. BANK TRUSTEES LIMITED**, as trustee for each of the Secured Parties acting pursuant to the provisions of and with the benefit of the protections set out in the Primary Finance Documents, and in particular the Intercreditor Agreement (the "**Security Agent**").

RECITAL:

This deed is supplemental to a debenture dated _____ 2018 between, amongst others, the Chargors named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the "**Debenture**").

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

Unless otherwise expressly defined herein or the context otherwise requires, terms defined in the Debenture shall have the same meaning when used in this deed.

1.2 Construction

Clauses 1.3 (*Construction*) to 1.9 (*Third Party Rights*) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the Debenture were references to this deed.

The terms of clause 4 (*General Obligations*) of the Debenture are incorporated herein and shall be deemed to form part of this deed for the purposes of section 859D(2)(c) of the Companies Act 2006.

It is agreed that this deed is supplemental to the Debenture and to the extent the provisions of this deed conflict with those of the Debenture, the provisions of the Debenture shall prevail.

2. ACCESSION OF NEW CHARGOR

2.1 Accession

The New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor.

2.2 Covenant to pay

The New Chargor covenants with the Security Agent that it shall on demand pay or discharge to the Security Agent the Secured Obligations when the same have become due in the manner provided for in the Primary Finance Documents.

2.3 **Creation of Charges**

All Security and assignments under this deed are:

- (a) made in favour of the Security Agent (for the benefit of itself and the other Secured Parties);
- (b) made with full title guarantee; and
- (c) Security for the payment and discharge of all Secured Obligations.

All Charged Assets are excluded from the Charges created pursuant to clause 3.2 (*Fixed Charges*) of the Debenture to the extent specifically assigned pursuant to clause 3.3 (*Assignment by way of Security*) of the Debenture.

2.4 **Fixed Security**

The New Chargor charges:

(a) **Fixed charge over After-acquired Real Property**

The New Chargor charges:

- (i) by way of first legal mortgage the Scheduled Real Property and all other After-acquired Real Property in England or Wales now belonging to or vested in it; and
- (ii) by way of first fixed charge all its rights, title and interest, present and future, in and to After-acquired Real Property in England or Wales not mortgaged pursuant to paragraph (i) above.

(b) **Fixed charge over Investments**

The New Chargor charges:

- (i) by way of first fixed charge all its rights, title and interest in and to the Scheduled Investments and all other Investments now belonging to it; and
- (ii) by way of first fixed charge all its rights, title and interest in and to all Investments belonging to it (present and future) not referred to in paragraph (i) above.

(c) **Fixed charge over Monetary Claims**

The New Chargor charges, by way of first fixed charge all its rights, title and interest present and future in and to all Monetary Claims and all Related Rights other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture.

(d) **Fixed charge over Intellectual Property**

The New Chargor charges by way of first fixed charge all its rights, title and interest present and future in and to Intellectual Property and all Related Rights (including the Scheduled Intellectual Property).

(e) **Fixed charge over Bank Accounts**

The New Chargor charges by way of first fixed charge all its rights, title and interest present and future in and to the Bank Accounts (including the Scheduled Bank Accounts).

(f) **Fixed charge over Insurance Policies**

The New Chargor charges, by way of first fixed charge all its rights, title and interest present and future in and to the Insurance Policies and all Related Rights (except in respect of Insurance Policies with respect to After-Acquired Real Property where such After-Acquired Real Property is leasehold and where the terms of the relevant lease require the landlord to procure the insurance and/or for the insurance proceeds to be paid to the landlord).

(g) **Goodwill and uncalled capital**

The New Chargor charges, by way of first fixed charge all its rights, title and interest present and future in and to:

(i) all its uncalled capital; and

(ii) all its goodwill.

(h) **Assignment of Specific Contracts**

The New Chargor assigns and agrees to assign absolutely (subject to the right to reassignment on redemption pursuant to clause 21.11 (*Final redemption*)) of the Debenture all its present and future rights, title, interest and benefit in and to the Assigned Contracts, including all moneys payable to each Chargor, and any claims, awards and judgments in favour of such Chargor, under or in connection with the Assigned Contracts.

Until the occurrence of an Acceleration Event, the New Chargor shall be entitled to exercise all its rights in the Assigned Contracts, subject to the other provisions of the Debenture.

2.5 **Floating Charge**

The New Chargor charges by way of first floating Charge its undertaking and all its assets both present and future other than any asset effectively mortgaged, charged or assigned under clause 3.2 (*Fixed Charges*) or clause 3.3 (*Assignment by way of Security*) of the Debenture including any assets comprised within a Charge reconverted under clause 3.7 (*Reconversion*) of the Debenture. The floating Charge created by each Chargor under this Clause is a qualifying floating charge for the purposes of paragraph 14 of Schedule B1 of the Insolvency Act 1986.

3. **CONSENT OF EXISTING CHARGORS**

The Parent, for itself and as agent for each of the other Chargors under the Debenture, agrees to the terms of this Deed and agrees that its execution will in no way prejudice or affect the Security granted by each of them under (and covenants and undertakings given by each of them in) the Debenture.

4. **CONSTRUCTION OF DEBENTURE**

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this Deed" will be deemed to include this deed.

5. **NOTICES**

The New Chargor confirms that its address details for notices in relation to clause 24 (*Notices*) of the Intercreditor Agreement are as follows:

Address: [•]

Attention: [•]

6. **COUNTERPARTS**

This deed may be executed in any number of counterparts and this has the same effect as if the signature on the counterparts were on a single copy of this deed.

7. **GOVERNING LAW AND JURISDICTION**

7.1 This Deed and any non-contractual obligations arising out of or in connection with it and any dispute or proceeding arising out of or relating to it shall be governed by English law.

7.2 Subject to Clause 7.4 below, the courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed or any non-contractual obligation arising out of or in connection with this deed) or the consequences of its nullity (a "**Dispute**").

7.3 The parties agree that the courts of England are the most appropriate and convenient courts to settle any Disputes between them and accordingly no party shall argue to the contrary.

7.4 This Clause is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking:

- (a) proceedings relating to a Dispute in any other courts with jurisdiction; and
- (b) to the extent allowed by law, concurrent proceedings in any number of jurisdictions.

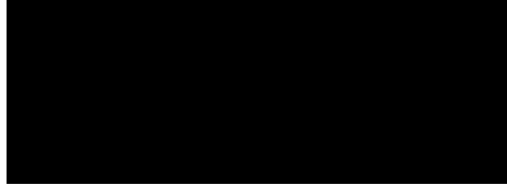
IN WITNESS whereof this deed has been duly executed and delivered on the date first above written.

SIGNATORIES TO DEBENTURE


THE ORIGINAL CHARGORS

**EXECUTED as a DEED by
AMIGO LOANS GROUP LTD**

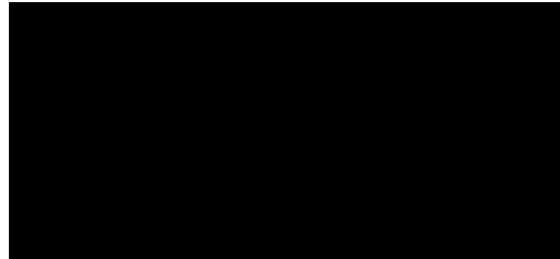
acting by:




Name: SIMON DIGHTON

Title: 

acting by:




Name: NICHOLAS BEAL

Title: 

Notice details

Address: Nova Building, 118-128 Commercial Road, Bournemouth, BH2 5LT, United Kingdom

Telephone number: 

Fax number: N/A

Email: 

Attention: Simon Dighton

**EXECUTED as a DEED by
AMIGO LOANS LTD**

acting by:



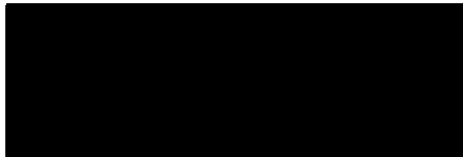
Name:

SIMON DIGHTON

Title:



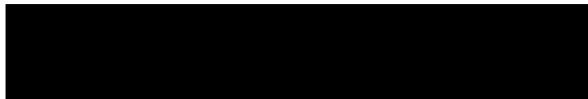
acting by:



Name:

NICHOLAS BEAL

Title:



Notice details

Address: Nova Building, 118-128 Commercial Road, Bournemouth, BH2 5LT, United Kingdom

Telephone number:



Fax number:

N/A

Email:



Attention:

Simon Dighton

**EXECUTED as a DEED by
AMIGO MANAGEMENT SERVICES LTD**

acting by:



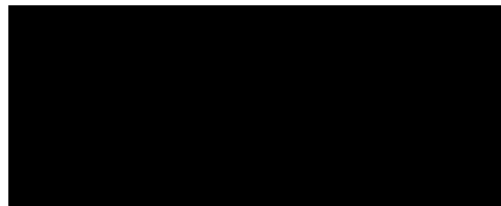
Name:

SIMON DIGHTON

Title:



acting by:



Name:

NICHOLAS BOAL

Title:



Notice details

Address: Nova Building, 118-128 Commercial Road, Bournemouth, BH2 5LT, United Kingdom

Telephone number:



Fax number:

N/A

Email:



Attention:

Simon Dighton

EXECUTED as a DEED by
R G CATERING LIMITED

acting by:



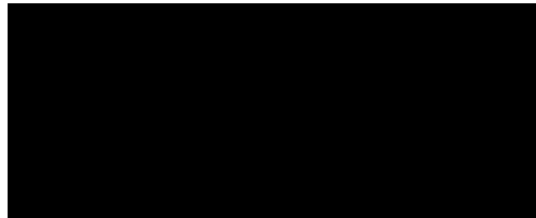
Name:

SIMON DIGHTON

Title:



acting by:



Name:

NICHOLAS BOAL

Title:



Notice details

Address: Nova Building, 118-128 Commercial Road, Bournemouth, BH2 5LT, United Kingdom

Telephone number:



Fax number:

N/A

Email:

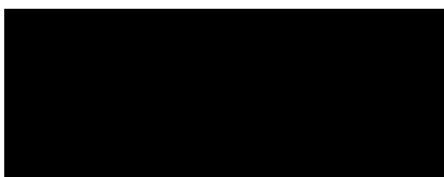


Attention:

Simon Dighton

**EXECUTED as a DEED by
AMIGO LOANS HOLDINGS LTD**

acting by:



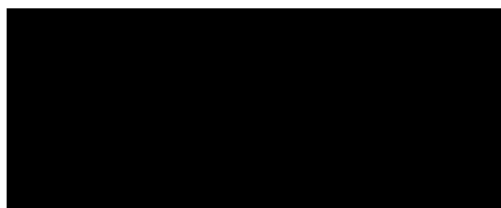
Name:

SIMON DIGHTON

Title:



acting by:



Name:

NICHOLAS SEAL

Title:



Notice details

Address: Nova Building, 118-128 Commercial Road, Bournemouth, BH2 5LT, United Kingdom

Telephone number:



Fax number:

N/A

Email:



Attention:

Simon Dighton

THE SECURITY AGENT

EXECUTED as a DEED by

U.S. BANK TRUSTEES LIMITED

acting by

)

its duly authorised attorney

)

Duly authorised attorney

in the presence of:

)

David Harnett

Authorised Signatory

acting by

)

its duly authorised attorney

)

Duly authorised attorney

Michael Leong

in the presence of:

)

Authorised Signatory

Notice details

Address: 125 Old Broad Street, Fifth Floor, London, EC2N 1AR, United Kingdom

Fax number:

Email:

Attention: Relationship Management