

MG01

Particulars of a mortgage or charge

106654/13



iris
LASERFORM

A fee is payable with this form

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



What this form is for

You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to register
particulars of a charge for
company. To do this, please use
form MG01s

THURSDAY



A61

A2HAUXRL

22/09/2011

120

COMPANIES HOUSE

1

Company details

Company number 07650665

Company name in full TRAVELEX CONSUMER PAYMENTS LIMITED ("the Company")

For official use

Filling in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation 19/09/2011

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description Debenture dated 19 September 2011 ("**Debenture**") granted by the Company in
favour of Bank of Scotland Plc (Formerly the Governor and Company of the
Bank of Scotland) as security trustee for the Secured Parties ("**Security
Trustee**")

4

Amount secured

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

Amount secured Please see the continuation page

Continuation page

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

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Amount secured

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

Amount secured

All obligations which the Company may at any time have to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties under or pursuant to the Secured Financing Documents (including the Debenture and any Mortgage) including any liability in respect of any further advances made under the Secured Financing Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) and the Company shall pay to the Security Trustee when due and payable every sum at any time owing, due or incurred by the Company to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities, provided that any covenant or security constituted by the Debenture or any Mortgage extends to include any liability or sum which would, but for the proviso contained in the Debenture, cause such covenant or security to be unlawful or prohibited by any applicable law

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Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

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

Name BANK OF SCOTLAND PLC as "Security Trustee"

Address 1st Floor, Citymark, 150 Fountainbridge,
Edinburgh

Postcode E H 3 9 P E

Name

Address

Postcode

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

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

Short particulars Please see continuation pages

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>In the Debenture the Company</p> <p>1 charged with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations by way of first fixed charge (which so far as it relates to land in England and Wales vested in the Company at the date of the Debenture shall be a charge by way of legal mortgage) all the Company's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party) -</p> <ul style="list-style-type: none"> (a) the Real Property, (b) the Tangible Moveable Property, (c) the Accounts, (d) the Intellectual Property, (e) any goodwill and rights in relation to the uncalled capital of the Company, (f) the Investments, (g) the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise), and (h) 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 <p>2 assigned and agreed to assign absolutely with full title guarantee to the Security Trustee as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations all the Company's right, title and interest from time to time in and to each of the following assets</p> <ul style="list-style-type: none"> (a) the proceeds of any Insurance Policy and all Related Rights, (b) all rights and claims in relation to any Assigned Account <p>3. charged with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations by way of first floating charge all present and future assets and undertaking of the Company (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party)</p> <p>The Debenture provides that the floating charge created by the Debenture shall be deferred in point of priority to all fixed</p>	

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Security validly and effectively created by the Company under the Security Documents in favour of the Security Trustee as trustee for the Secured Parties as security for the Secured Obligations

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to the Debenture.

NEGATIVE PLEDGE AND FURTHER ASSURANCE

The Debenture contains covenants for further assurance and a negative pledge

DEFINITIONS

"**Accounts**" means any account opened or maintained by the Company with the Security Trustee or any other person (and any replacement account or subdivision or subaccount of that account), the debt or debts represented thereby and all Related Rights

"**Assigned Account**" means any Accounts that may from time to time be identified in writing as an Assigned Account by the Security Trustee

"**Group Company**" means the Parent and each subsidiary of the Parent (other than the TC Group)

"**Hedging Agreement**" means any agreement entered into by a Hedge Counterparty

"**Hedge Counterparty**" means any financial institution which becomes a party to the Intercreditor Agreement in accordance with the terms of the Intercreditor Agreement

"**Insurance Policy**" means any policy of insurance in which the Company may from time to time have an interest

"**Intellectual Property**" means any patents, trademarks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets and all Related Rights

"**Intercreditor Agreement**" means the intercreditor agreement dated 30 July 2005 (as amended and restated from time to time) and made between, among others, the Parent, TP Financing 3 Limited, Bank of Scotland PLC (formerly The Governor and Company of the Bank of Scotland) as security trustee, senior facility agent and senior issuing bank, the original senior lenders and the original mezzanine lenders set out therein

"**Investments**" means

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6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(a) any stocks, shares, debentures, securities and certificates of deposit (but not including the Shares),</p> <p>(b) all interests in collective investment schemes, and</p> <p>(c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b),</p> <p>in each case whether held directly by or to the order of the Company or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system)</p> <p>"Monetary Claims" means any book and other debts and monetary claims owing to the Company 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, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Company is a party and any other assets, property, rights or undertaking of the Company)</p> <p>"Mortgage" means a mortgage or legal charge in respect of all or any part of the Real Property substantially in the form set out in the Debenture</p> <p>"Parent" means TP Financing 4 Limited, a company incorporated in Jersey with registered number 89660</p> <p>"Real Property" means</p> <p>(a) any freehold, leasehold or immovable property, and</p> <p>(b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property,</p> <p>and includes all Related Rights</p> <p>"Related Rights" means, in relation to any asset</p> <p>(a) the proceeds of sale of any part of that asset,</p> <p>(b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,</p> <p>(c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset, and</p> <p>(d) any monies and proceeds paid or payable in respect of that asset</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="331 338 1038 371">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="331 439 1503 501">"SE Provider" means a counter party in respect of, or a provider of, or an issuer of, a Soft Exposure Facility.</p> <p data-bbox="331 533 1390 595">"Secured Financing Document" means any document pursuant to which a Secured Obligation is owed</p> <p data-bbox="331 627 1011 656">"Secured Obligations" means all and each of</p> <ul style="list-style-type: none"> <li data-bbox="432 687 962 716">(a) the Senior Bank Liabilities, <li data-bbox="432 748 997 777">(b) the Senior SE Liabilities; and <li data-bbox="432 808 919 837">(c) the Senior TC Liabilities <p data-bbox="331 869 1485 931">"Secured Parties" means the Senior Bank Creditors, the TC Beneficiary and the SE Providers which have acceded to the Intercreditor Agreement</p> <p data-bbox="331 963 1469 1059">"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.</p> <p data-bbox="331 1090 1503 1245">"Security Documents" means each of the documents listed as being a Transaction Security Document or any document required to be delivered to the Security Trustee under the Senior Facilities Agreement together with any other document creating or expressed to create any Security in respect of of the Secured Obligations</p> <p data-bbox="331 1276 1457 1373">"Senior Bank Creditors" means the Senior Lenders, the Hedge Counterparties, the Senior Facility Agent, the Senior Issuing Banks and the Security Trustee.</p> <p data-bbox="331 1404 1503 1523">"Senior Bank Liabilities" means all present and future sums, liabilities and obligations (whether actual, contingent, present and/or future) payable or owing by the Group Companies to the Senior Bank Creditors under the Senior Financing Documents</p> <p data-bbox="331 1554 1489 1680">"Senior Facility Agent" means the Bank of Scotland Plc (formerly The Governor and Company of the Bank of Scotland) as facility agent under the Senior Facilities Agreement and any successor thereto appointed pursuant to the terms of the Senior Facilities Agreement</p> <p data-bbox="331 1711 1503 1960">"Senior Facilities Agreement" means the senior facilities agreement dated 20 July 2005 (as amended and restated from time to time) and made between, among others, TP Financing 4 Limited as Parent, Citigroup Global Markets Limited, Deutsche Bank AG London and Bank of Scotland PLC (formerly The Governor and Company of the Bank of Scotland) as mandated lead arrangers, Bank of Scotland PLC (formerly The Governor and Company of the Bank of Scotland) as facility agent, security trustee and issuing bank, and certain banks and financial institutions set out therein</p> <p data-bbox="331 1991 1378 2020">"Senior Fees Letters" means the fee letter dated 20 July 2005 from</p>

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Citigroup Global Markets Limited, Deutsche Bank AG London and Bank of Scotland Plc (formerly The Governor and Company of the Bank of Scotland) to the Parent and the fee letter dated 20 July 2005 from Deutsche Bank AG London and Bank of Scotland Plc (formerly The Governor and Company of the Bank of Scotland) to the Parent

"Senior Financing Documents" means the Senior Facilities Agreement, the Senior Fees Letters, the Hedging Agreements, the Security Documents and the Intercreditor Agreement

"Senior Issuing Banks" means Bank of Scotland Plc (formerly The Governor and Company of the Bank of Scotland) and any other Senior Lender which becomes an issuing bank under the Senior Facilities Agreement and any successors thereto.

"Senior Lenders" means

- (a) any Original Lender as listed in Part II of Schedule 1 of the Senior Facilities Agreement as lenders, and
- (b) any bank, financial institution, trust, fund or other entity which has become a party in accordance with the Senior Facilities Agreement,

which in each case has not ceased to be a party in accordance with the terms of the Senior Facilities Agreement

"Senior SE Liabilities" means all present and future sums, liabilities and obligations (whether actual, contingent, present and/or future) payable or arising by the Group Companies to the SE Providers under the Soft Exposure Facilities

"Senior TC Liabilities" means all present and future sums, liabilities and obligations (whether actual, contingent, present and/or future) payable or arising by the Parent and certain of its subsidiaries to the TC Beneficiary under the TC Indemnity Agreement

"Shares" means all of the shares in the capital of the Company held by, to the order or on behalf of the Company at any time

"Soft Exposure Facilities" means any spot, forward foreign exchange contracts, bankers automated clearing payment systems facilities or similar payments facilities, precious metal trading contracts, interest swap contracts, interest swap contracts and any other hedging agreements entered into, or provided to, a Group Company where the relevant SE Provider has acceded to the Intercreditor Agreement

"Tangible Moveable Property" means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Company's stock in trade or work in progress) and all

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6 Short particulars of all the property mortgaged or charged

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Related Rights

"TC Beneficiary" means Travelex Inc and any other company which has acceded to the Intercreditor Agreement as a "TC Beneficiary"

"TC Group" means each of Euro Travellers Cheques Espana Limited; Euro Travellers Cheques Nederland Limited, Hong Kong and Shanghai Travelex Limited, Interpayment Australia Ltd, Interpayment Puerto Rico Limited, Interpayment Services Limited, Servicios Interpayment de Venezuela CA, Thomas Cook Australia Pty Limited; Thomas Cook Travellers Cheques Limited, Travelex Cheque Services Limited, Travelex De Venezuela CA, Travelex Do Brazil Administracao E Participacoes Ltda, Travelex Global and Financial Services Limited, Travelex Financial Services Limited, Travelex Inc , Travelex Rand Travellers Cheques Limited, Travelex Investments Inc , US Deposits LLC; US Deposits Holdings LLC and each of their Subsidiaries (other than Travelex Currency Services Inc

"TC Indemnity Agreement" means an indemnity agreement in favour of the TC Beneficiary granted by the Parent and certain subsidiaries of the Parent

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

None

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X *Clifford Chance* X

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

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Greg Pospodinis (70-40384885)

Company name Clifford Chance LLP

Address 10 Upper Bank Street

Post town London

County/Region

Postcode E 1 4 5 J J

Country United Kingdom

DX 149120 Canary Wharf 3

Telephone 020 7006 1000



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

- ☒ The company name and number match the information held on the public Register
- ☒ You have included the original deed with this form
- ☒ You have entered the date the charge was created
- ☒ You have supplied the description of the instrument
- ☒ You have given details of the amount secured by the mortgagee or chargee
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ You have entered the short particulars of all the property mortgaged or charged
- ☒ You have signed the form
- ☒ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland.
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7650665
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 19
SEPTEMBER 2011 AND CREATED BY TRAVELEX CONSUMER
PAYMENTS LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO BANK OF SCOTLAND
PLC AS 'SECURITY TRUSTEE' OR ANY OF THE OTHER
SECURED PARTIES ON ANY ACCOUNT WHATSOEVER UNDER
THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 22 SEPTEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 SEPTEMBER
2011

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES