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In accordance with
Section 860 of the
Companies Act 2006

MG01

Particulars of a mortgage or charge



A fee is payable with this form.

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page



What this form is for

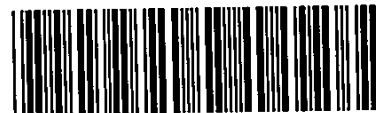
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is not for

You cannot use this
particulars of a char-
company To do this
form MG01s

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12/06/2012

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COMPANIES HOUSE

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1	Company details	2 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> For official use
Company number	0 7 6 5 0 6 6 5	Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	Travelex Consumer Payments Limited (the "Company")	
2	Date of creation of charge	
Date of creation	d 0 7 m 0 6 y 2 0 y 1 2	
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 7 June 2012 between, among others, the Company and Lloyds TSB Bank plc as Security Trustee (the "Debenture")	
4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	All obligations owed in respect of: (a) the Senior Bank Liabilities; (b) the Senior Hedging Liabilities; and (c) the Senior TC Liabilities (the "Secured Obligations").	Continuation page Please use a continuation page if you need to enter more details

MG01**Particulars of a mortgage or charge****5****Mortgagee(s) or person(s) entitled to the charge (if any)**

	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge		Continuation page Please use a continuation page if you need to enter more details
Name	Lloyds TSB Bank plc (the " Security Trustee ")		
Address	150 Fountainbridge		
	Edinburgh		
Postcode	E H 3 9 P E		
Name			
Address			
Postcode			

6**Short particulars of all the property mortgaged or charged**

	Please give the short particulars of the property mortgaged or charged		Continuation page Please use a continuation page if you need to enter more details
Short particulars	<u>Fixed charges, Assignments and Floating Charge</u> In the Debenture the Company: (a) 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 of 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): (i) the Real Property, (ii) the Tangible Moveable Property; (iii) the Accounts; (iv) the Intellectual Property; (v) any goodwill and rights in relation to the uncalled capital of the Company; (vi) the Investments; and (vii) 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. (b) 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 of its right, title and interest from time to time in and to the proceeds of any Insurance Policy and all Related Rights (subject to obtaining any necessary consent to that assignment from any third party). (c) charged with full title guarantee in favour of the Security Trustee		

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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>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 undertakings of the Company.</p> <p>The Debenture provides that the floating charge created by the Debenture shall be deferred in point of priority to all fixed Security validly and effectively created by the Company under the Secured Financing Documents in favour of the Security Trustee as trustee for the Secured Parties as security for the Secured Obligations.</p> <p>Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to the Debenture.</p> <p><u>Further assurance</u></p> <p>The Debenture contains covenants for further assurance.</p> <p><u>Negative pledge</u></p> <p>The Debenture contains a negative pledge.</p> <p style="text-align: center;">DEFINITIONS</p> <p>In this form MG01</p> <p>"Account" 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 represented thereby and all Related Rights.</p> <p>"Affiliate" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.</p> <p>"Charged Property" means all the assets and undertaking of the Company which from time to time are the subject of the security created or expressed to be created in favour of the Security Trustee by or pursuant to the Debenture and any Mortgage.</p> <p>"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Trustee.</p> <p>"Facility" means the revolving credit facility made available under the Senior Facility Agreement.</p> <p>"Group Companies" means TP Financing 4 Limited and each of it's subsidiaries (other than the TC Group).</p> <p>"Hedge Counterparty" means a Senior Lender or an Affiliate of a Senior Lender in its capacity as a party to any Hedging Agreement provided that if a Senior Lender ceases to be a Senior Lender after the date of the Intercreditor Agreement, it shall remain party to the Intercreditor Agreement in its capacity as Hedge Counterparty for as long as the Senior Hedging Liabilities owed to it remain outstanding.</p> <p>"Hedging Agreement" means any agreement entered into by an obligor with a</p>

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Hedge Counterparty in respect of a Treasury Transaction or a Soft Exposure Facility in accordance with the terms of the Senior Facility Agreement.</p> <p>"Holding Company" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.</p> <p>"Indebtedness" means, in relation to a person, its obligations (whether present or future, actual or contingent, as principal or surety) for the payment or repayment of money (whether in respect of principal, interest or otherwise).</p> <p>"Insurance Policy" means any policy of insurance in which the Company may from time to time have an interest.</p> <p>"Intellectual Property" means any patents, trade marks, 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.</p> <p>"Intercreditor Agreement" means the intercreditor agreement dated 1 June 2012 between, among others, TP Financing 4 Limited as the company, TP Financing 3 Limited as holdco, Lloyds TSB Bank plc as senior facility agent and security trustee and the financial institutions named therein as original senior lenders.</p> <p>"Investments" means:</p> <ul style="list-style-type: none"> (a) any stocks, shares, debentures, securities and certificates of deposit; (b) all interests in collective investment schemes; and (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b), <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 judgement, 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 in accordance with the Debenture.</p> <p>"Real Property" means:</p>	

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Particulars of a mortgage or charge

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(a) any freehold, registrable leasehold or immovable property (including any freehold and leasehold property in England and Wales specified in the Debenture); 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 registrable leasehold property;</p> <p>and includes all Related Rights.</p> <p>"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or part of the Charged Property.</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 notices and proceeds paid or payable in respect of that asset.</p> <p>"Secured Financing Documents" means any document pursuant to which a Secured Obligation is owed</p> <p>"Secured Parties" means the Senior Bank Creditors, the Hedge Counterparties and the TC Beneficiary.</p> <p>"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.</p> <p>"Senior Agent" means Lloyds TSB Bank plc</p> <p>"Senior Bank Creditors" means the Senior Lenders, the Senior Agent, the Security Trustee and any other Receiver or Delegate.</p> <p>"Senior Bank Liabilities" means all present and future sums, liabilities and obligations (whether actual, contingent, present and/or future) payable or owing by the Group Companies to the Senior Bank Creditors under the Senior Financing Documents</p> <p>"Senior Facility Agreement" means the senior facility agreement dated 1 June 2012 between, among others, TP Financing 4 Limited as the company, Barclays Bank PLC and Lloyds TSB Bank plc as arrangers, Lloyds TSB Bank plc as agent and security trustee and the financial institutions named therein as original lenders.</p> <p>"Senior Financing Documents" means the Senior Facility Agreement, any accession letter, any ancillary document, any compliance certificate, any fee letter, the Intercreditor Agreement, any resignation letter, any</p>	

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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>Transaction Security Document, any utilisation request and any other document designated as a "Finance Document" by the Agent and TP Financing 4 Limited</p> <p>"Senior Hedging Liabilities" means the Indebtedness owed by any obligor to the Hedge Counterparties under or in connection with the Hedging Agreements.</p> <p>"Senior Lenders" means the financial institutions named in the Senior Facility Agreement as original lenders and any bank, financial institution, trust, fund or other entity which becomes a party to the Senior Facility Agreement as a lender which in each case has not ceased to be a lender in accordance with the terms of the Senior Facility Agreement.</p> <p>"Senior TC Liabilities" means all present and future sums, liabilities and obligations (whether actual, contingent, present and/or future) payable or arising by TP Financing 4 Limited and certain of its Subsidiaries to the TC Beneficiary under the TC Indemnity Agreement</p> <p>"Soft Exposure Facilities" means any spot, forward foreign exchange contracts, foreign exchange options or swap contracts, bankers automated clearing payment systems facilities or similar payments facilities, precious metal trading contracts entered into to support matching customer contracts, interest swap contracts and any other hedging arrangements entered into, or provided to, a Group Company which do not form part of the Facility</p> <p>"Subsidiary" means, in relation to a company or corporation, a subsidiary within the meaning of section 1159 of the Companies Act 2006:</p> <ul style="list-style-type: none"> (a) which is controlled, directly or indirectly, by the first mentioned company or corporation; (b) more than half the issued share capital of which is beneficially owned, directly or indirectly by the first mentioned company or corporation; or (c) which is a Subsidiary of another Subsidiary of the first mentioned company or corporation, <p>and for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.</p> <p>"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 Related Rights.</p> <p>"TC Beneficiary" means any company which has executed an accession agreement to the Intercreditor Agreement as a "TC Beneficiary".</p> <p>"TC Group" means each of Euro Travellers Cheques Nederland Limited; Hong Kong and Shanghai Travelex Limited; Interpayment Australia Limited; Interpayment Services Limited; Travelex TC Australia Pty Limited (formerly</p>

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>known as Thomas Cook Australia Pty Limited); Travelex Global and Financial Services Limited; Travelex Financial Services Limited, Travelex Inc.; Travelex Rand Travellers Cheques Limited; US Deposits LLC; US Deposits Holdings LLC and each of their Subsidiaries (other than Travelex Currency Services Inc.).</p> <p>"TC Indemnity Agreement" means certain indemnities granted by TP Financing 4 Limited and certain of its Subsidiaries in favour of the TC Beneficiary pursuant to Schedule 8 of the TC UK Separation Agreement.</p> <p>"TC UK Separation Agreement" means the Travelex group travellers cheque reorganisation agreement among others (1) Travelex Global & Financial Services Limited, (2) Travelex (UK) Limited, (3) Travelex Financial Services Limited, (4) Travelex Banknotes Limited, (5) Travelex Payments Limited, (6) Travelex Central Services Limited, (7) Travelex Plc, (8) Travelex Group Investments Limited, (9) Travelex Card Services Limited and (10) Interpayment Services Limited</p> <p>"Transaction Security Documents" means each of the documents listed in the Senior Facility Agreement together with any other document entered into by any obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the obligors under any of the Senior Financing Documents or the Hedging Agreements</p> <p>"Treasury Transactions" means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price.</p>	

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

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

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

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

Commission, allowance
or discount

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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

CHFP025

03/11 Version 5.0

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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 Alice Vinten

Company name Clifford Chance LLP

Address 10 Upper Bank Street

Post town London

County/Region

Postcode E 1 4 5 J J

Country United Kingdom

DX 149120 Canary Wharf 3

Telephone 020 7006 1000



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

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



Important information

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



How to pay

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

Make cheques or postal orders payable to 'Companies House'



Where to send

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

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

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

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



Further information

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

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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7650665
CHARGE NO. 2**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 7 JUNE 2012
AND CREATED BY TRAVELEX CONSUMER PAYMENTS
LIMITED FOR SECURING ALL SUMS DUE OR TO BECOME DUE
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 12 JUNE 2012**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 JUNE 2012



Companies House
— for the record —



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