

MR01

Particulars of a charge

228550/65



Companies House

A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☐ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form MR0

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration**
21 days beginning with the day after the date of creation of the charge.
If delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery

You **must** enclose a certified copy of the instrument with this form,
scanned and placed on the public record



A04 *A2KAGTFT* #114
COMPANIES HOUSE

SATURDAY

1 Company details

Company number 0 8 4 4 0 2 4 4

Company name in full DF EUROZONE (UK) LIMITED

For official use

→ **Filing in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 2 5 1 0 2 0 1 3

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name DEUTSCHE BANK AG, NEW YORK BRANCH (AS SECURITY
TRUSTEE)

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4	Description	Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security.	Continuation page Please use a continuation page if you need to enter more details
Description	As specified in the lodged document		
5	Fixed charge or fixed security	Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Floating charge	Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input checked="" type="checkbox"/> Yes	
7	Negative Pledge	Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

MR01
Particulars of a charge

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X

Reed Smith LLP

X

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

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name

Kate Inglis

Company name

Reed Smith LLP

Address

The Broadgate Tower

20 Primrose Street

Post town

London

County/Region

Greater London

Postcode

E C 2 A 2 R S

Country

United Kingdom

DX

DX 1066/DX 18 City/London

Telephone

02031163927



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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy.



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 filed on paper.

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8440244

Charge code: 0844 0244 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th October 2013 and created by DF EUROZONE (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd November 2013.

DF

Given at Companies House, Cardiff on 7th November 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Certified as a true copy of the
original instrument other than material
redacted pursuant to s.859G of the
Companies Act 2006

Reed Smith LLP

DATED 25 October 2013

Reed Smith LLP

Date 01/11/13

- (1) DOLLAR FINANCIAL U.K. LIMITED AND THE
OTHER CHARGING COMPANIES NAMED HEREIN
(as Chargors)
- (2) DEUTSCHE BANK AG, NEW YORK BRANCH
(as Security Trustee)
- (3) DEUTSCHE BANK AG, NEW YORK BRANCH
(as Administrative Agent)

GUARANTEE AND DEBENTURE

CONTENTS

CLAUSE

1	INTERPRETATION	2
2	COVENANT TO PAY	8
3	GUARANTEE	8
4	CHARGING CLAUSE	11
5	CONTINUING SECURITY	15
6	FURTHER ASSURANCE	15
7	NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS	17
8	REPRESENTATIONS AND WARRANTIES	17
9	UNDERTAKINGS	20
10	ATTORNEY	27
11	ENFORCEMENT AND POWERS OF THE SECURITY TRUSTEE	28
12	STATUS, POWERS, REMOVAL AND REMUNERATION OF RECEIVER AND ADMINISTRATORS	29
13	APPLICATION OF MONEYS	32
14	PROTECTION OF THIRD PARTIES	32
15	PROTECTION OF SECURITY TRUSTEE AND RECEIVER	32
16	COSTS AND EXPENSES	33
17	OTHER SECURITY, CUMULATIVE POWERS AND AVOIDANCE OF PAYMENTS	34
18	NOTICE OF SUBSEQUENT CHARGE	34
19	EXCLUSION OF POWERS OF LEASING	35
20	DELEGATION	35
21	REDEMPTION OF PRIOR CHARGES	35
22	SET-OFF	35
23	NOTICES	36
24	NO IMPLIED WAIVERS	38
25	INVALIDITY OF ANY PROVISION	38
26	ASSIGNMENT AND NEW CHARGING COMPANIES	38
27	RESIGNATION AND REMOVAL OF SECURITY TRUSTEE	39
28	CURRENCY CLAUSES	39
29	CERTIFICATES CONCLUSIVE	39
30	THIRD PARTIES	39
31	PERPETUITY PERIOD	39
32	FINANCIAL COLLATERAL	40
33	RELEASE	40
34	COUNTERPARTS	40
35	GOVERNING LAW AND SUBMISSION TO JURISDICTION	40

SCHEDULES

SIGNATORIES (GUARANTEE AND DEBENTURE)	42
SCHEDULE 1	45
DETAILS OF CHARGING COMPANIES	45
SCHEDULE 2	46
DETAILS OF PROPERTIES	46
PART I – UNREGISTERED LAND	46
PART II – REGISTERED LAND	46
SCHEDULE 3	47
PART I – SUBSIDIARY SHARES	47
PART II – INTELLECTUAL PROPERTY	48
PART III – INTERCOMPANY LOANS	48
SCHEDULE 4	49
FORMS OF NOTICE TO COUNTERPARTIES	49
PART I – COUNTERPARTIES OTHER THAN INSURERS	49
PART II – FORM OF NOTICE TO INSURERS	51
SCHEDULE 5	53
FORM OF NOTICE TO ACCOUNT BANK	53
SCHEDULE 6	56
FORM OF SECURITY ACCESSION DEED	56

THIS DEED is dated 25 October 2013

BETWEEN:

- (1) **DOLLAR FINANCIAL U.K. LIMITED**, a limited liability company incorporated in England and Wales (Registered No 03701758) with its registered office at 6th Floor, 77 Gracechurch Street, London EC3V 0AS (the “**Company**”),
- (2) **THE PERSONS** listed in Schedule 1 (*Details of Charging Companies*) as original chargors (in this capacity the “**Original Chargors**”),
- (3) **DEUTSCHE BANK AG, NEW YORK BRANCH**, as agent and trustee for itself and the other Secured Parties (the “**Security Trustee**”), and
- (4) **DEUTSCHE BANK AG, NEW YORK BRANCH**, in this capacity as Administrative Agent under the Loan Documents (the “**Administrative Agent**”).

NOW THIS DEED WITNESSES as follows

1. INTERPRETATION

- 1.1 In this Deed, unless the context otherwise requires, the following expressions have the following meanings

“**Account Bank**” has the meaning given to it in Clause 9.4,

“**Additional Chargor**” means a Group Member which becomes a Chargor by executing a Security Accession Deed in accordance with Clause 26 (*Assignment and New Charging Companies*),

“**Administrator**” means an administrator appointed under schedule B1 of the Insolvency Act 1986,

“**Agents**” means the Administrative Agent and the Security Trustee,

“**Assigned Agreements**” means

- (a) the Intercompany Loan Documents.
- (b) the Franchise Agreements, and
- (c) in relation to any Charging Company any other agreement to which that Charging Company is a party which the Security Trustee and that Charging Company have designated an Assigned Agreement.

“**Business Day**” has the meaning given to it in the Credit Agreement,

“**Capital Stock**” has the meaning given to it in the Credit Agreement,

“**Cash Management Obligations Agreements**” means a “Cash Management Obligations Agreement” (as defined in the Credit Agreement) to which any Secured Party is a party,

“Charged Debts” has the meaning given to it in Clause 9 4(a) (*Collection of Book Debts*),

“Charged Property” means all the assets, property, goodwill and undertaking of each Charging Company from time to time charged and/or assigned to the Security Trustee pursuant to the terms of this Deed,

“Charging Company” means an Original Chargor and any Additional Chargor.

“Credit Agreement” means the credit agreement dated on or about the date of this Deed and entered into between, among others, DFC Global Corp , as holding company of the borrowing group of companies, the companies named therein as Borrowers, including Dollar Financial U K Limited and DF Eurozone (UK) Limited, the persons party thereto from time to time as Lenders and Deutsche Bank AG, New York Branch, as Administrative Agent and Security Trustee,

“Default Rate” means the same rate at which default interest is expressed to be payable under section 2 11(c) of the Credit Agreement or such other rate as is agreed among the parties to the Credit Agreement from time to time,

“Direction” has the meaning given to it in Clause 9 3(f) (*Notices*),

“Discharge Date” means the date on which all the Secured Liabilities have been irrevocably paid and discharged in full and none of the Secured Parties are under any obligation to permit further Secured Liabilities to arise or to be incurred or to incur any of the same.

“Distribution Rights” means all dividends, distributions and other income paid or payable on the relevant Investment or Subsidiary Share (as the case may be) together with all shares or other property derived from the relevant Investment or Subsidiary Share (as the case may be) together also with all other allotments accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to the relevant Investment or Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise),

“Event of Default” has the meaning given to it in the Credit Agreement

“Excluded Deposit Account” means any bank account that is held with a financial institution that is not a Lender (or an Affiliate of a Lender) provided that either (i) the amounts standing to the credit of any such account is less than £350,000 at all times and the aggregate amounts standing to the credit of all such accounts is less than £1,500,000 at all times, or (ii) the full amount of the available balance on deposit in such account is transferred daily to a bank account in respect of which notice has been served on the Account Bank in accordance with Clause 9 4(e).

“Finance Documents” means the Loan Documents, the Cash Management Obligations Agreements and the Specified Swap Agreements.

“Franchise Agreements” means each franchise agreement between any Charging Company and any other person relating to a franchise of any part of the business of the Charging Companies,

“Group Member” has the meaning given to it in the Credit Agreement,

"Insurances" has the meaning given to it in Clause 4 1(g),

"Intellectual Property" has the meaning given to it in the Credit Agreement,

"Intercompany Loan Documents" means any document evidencing the intercompany loans listed in Part III of Schedule 3 (*Intercompany Loans*) and any other document evidencing any intercompany loans to which any of the Charging Companies is a party,

"Investment" means any negotiable instrument, certificate of deposit, debenture, share or other investment (as defined in part II of schedule 2 to the Financial Services and Markets Act 2000) as at the date hereof or in the future owned by the relevant Charging Company or in which a Charging Company has an interest (including, without limitation and save where the context otherwise requires, the Subsidiary Shares) but in the case of the Company excluding any Capital Stock it holds in any Non-Loan Party,

"Lender" has the meaning given to it in the Credit Agreement,

"Loan Documents" has the meaning given to it in the Credit Agreement,

"Loan Parties" has the meaning given to it in the Credit Agreement,

"Material Adverse Effect" has the meaning given to it in the Credit Agreement,

"Mortgaged Property" means all freehold and leasehold property which is subject to the fixed charge created pursuant to paragraphs (a), (b) and/or (c) of Clause 4 1 of this Deed;

"Non-Loan Party" has the meaning given to it in the Credit Agreement,

"Non-Loan Party Borrower" has the meaning given to it in the Credit Agreement,

"Non-US Loan Party" has the meaning given to it in the Credit Agreement,

"Non-US Obligations Secured Parties" has the meaning given to it in the Credit Agreement,

"Non-US Obligors" means, collectively, each Non-US Loan Party and each Non-Loan Party Borrower,

"Obligations" has the meaning given to it in the Credit Agreement,

"Party" means a party to this Deed,

"Permitted Security Interest" has the meaning given to the term "Permitted Lien" in the Credit Agreement,

"Planning Acts" means the Town and Country Planning Acts 1990 and the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990 the Planning and Compensation Act 1991 the Town and Country Planning (Scotland) Act 1997, the Planning (Listed Buildings and Conservation Areas) (Scotland) Act 1997, the Planning (Hazardous Substances) (Scotland) Act 1997 and the Planning and Compulsory Purchase Act 2004 and any regulations made pursuant thereto,

“Premises” means all buildings and erections included in any Charging Company’s Mortgaged Property,

“Receiver” means any one or more receivers and managers or (if the Security Trustee so specifies in the relevant appointment) receivers appointed by the Security Trustee pursuant to this Deed in respect of the relevant Charging Company or over all or any of the Charged Property,

“Reservations” means

- (a) the principle that equitable remedies are remedies which may be granted or refused at the discretion of the court, the limitation of enforcement by laws relating to bankruptcy, insolvency, liquidation, reorganisation, court schemes, moratoria, administration and other laws generally affecting the rights of creditors,
- (b) the time barring of claims under applicable limitation laws, the possibility that an undertaking to assume liability for or to indemnify a person against non-payment of stamp duty may be void, defences of set-off or counterclaim, and
- (c) any other general principles which are set out as qualifications as to matters of law in the legal opinions delivered to the Administrative Agent in respect of this Deed,

“Secured Liabilities” means Obligations of Non-US Obligors (or any of them) owing or incurred to the Secured Parties (or any of them) including, without limitation, all money and liabilities now or hereafter due, owing or incurred to the Secured Parties (or any of them) by the Non-US Obligors under or in connection with the Finance Documents (or any of them) and under or in connection with this Deed in any currency or currencies whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety together with all interest accruing thereon and all costs, charges and expenses incurred in connection therewith,

“Secured Parties” means the Non-US Obligations Secured Parties.

“Security Accession Deed” means a deed of accession to this Deed substantially in the form set out in Schedule 6 (*Form of Security Accession Deed*),

“Security Accounts” means each bank account designated as such by the Company and the Security Trustee or, after the relevant security created by this Deed has become enforceable, the Security Trustee,

“Security Interest” has the meaning given to “Lien” in the Credit Agreement or any other agreement or arrangement having a substantially similar effect,

“Security Period” means the period beginning on the date of this Deed and ending on the Discharge Date.

“Security Trust Deed” means the Security Trust Deed dated on or about the date of this Deed and entered into between, among others, the Security Trustee, the Administrative Agent and the Charging Companies.

"Specified Swap Agreement" means a "Specified Swap Agreement" (as defined in the Credit Agreement) to which any Secured Party is party,

"Subsidiary" has the meaning given to it in the Credit Agreement save that the last sentence shall not apply in this Deed,

"Subsidiary Shares" means all shares owned by the Charging Companies (or held by any nominee(s) on their behalf) in any Loan Party, including, without limitation, any specified in Part I of Schedule 3 (*Subsidiary Shares*) and all shares owned by a Charging Company in those of its Subsidiaries from time to time incorporated in England and Wales (including any received by way of Distribution Rights) but excluding any Capital Stock owned by the Company in any Non-Loan Party,

"USD" means the currency of the United States of America, and

"VAT" means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature

1.2 In this Deed, unless the context otherwise requires

- (a) a reference to any party hereto is, where relevant, deemed to be a reference to or to include, as appropriate, that party's respective successors and assigns,
- (b) a reference to a **"Charging Company"** includes each company which charges and/or assigns any of its assets in favour of the Security Trustee by executing a Security Accession Deed and **"Charging Companies"** shall mean all of them,
- (c) references to Clauses and Schedules are references to, respectively, clauses of and schedules to this Deed and references to this Deed include its Schedules,
- (d) a reference to (or to any specified provision of) any agreement, deed or other instrument is to be construed as a reference to that agreement, deed or other instrument or that provision as it may have been or hereafter be, from time to time, amended, varied, supplemented, restated or novated but excluding for this purpose any amendment, variation, supplement or modification which is contrary to any provision of the Finance Documents.
- (e) a reference to a statute or statutory instrument or any provision thereof is to be construed as a reference to that statute or statutory instrument or such provision thereof as the same may have been, or may from time to time hereafter be, amended or re-enacted,
- (f) a reference to "this security" includes all Security Interests constituted by this Deed,
- (g) a time of day is a reference to London time,
- (h) the index to and the headings in this Deed are inserted for convenience only and are to be ignored in construing this Deed,

- (i) the terms of the documents under which the Secured Liabilities arises and of any side letters between one or more Charging Companies, any Loan Party and/or the Secured Parties (or any of them) relating thereto are incorporated herein to the extent required for any purported disposition of the Charged 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,
- (j) the parties intend that this document shall take effect as a deed,
- (k) words importing the plural shall include the singular and vice versa,
- (l) unless the context otherwise requires or unless otherwise defined in this Deed, words and expressions defined in the Credit Agreement shall bear the same meanings when used herein,
- (m) in the event that there is any conflict between the undertakings and covenants contained in this Deed and the undertakings and covenants contained in the Credit Agreement the undertakings and covenants in the Credit Agreement shall prevail over those contained in this Deed, and
- (n) a reference to
 - (i) an “**amendment**” includes an amendment, supplement, novation, re-enactment, replacement, restatement or variation and amended will be construed accordingly,
 - (ii) “**assets**” includes businesses, undertakings, securities, properties, revenues or rights of every description and whether present or future, actual or contingent,
 - (iii) “**disposal**” means a sale, transfer, assignment, grant, lease, licence, declaration of trust or other disposal, whether voluntary or involuntary and whether pursuant to a single transaction or a series of transactions, and dispose will be construed accordingly,
 - (iv) a “**person**” includes any individual, company, corporation, unincorporated association or body (including a partnership, trust, fund, joint venture or consortium), government, state, agency, organisation or other entity whether or not having separate legal personality,
 - (v) a “**regulation**” includes any regulation, rule, order, official directive, request or guideline (in each case, whether or not having the force of law but, if not having the force of law, being of a type with which any person to which it applies is accustomed to comply) of any governmental, intergovernmental or supranational body, agency, department or regulatory self-regulatory or other authority or organisation,
- (o) any covenant of the Charging Companies under this Deed (other than a payment obligation) remains in force during the Security Period and is given for the benefit of each Secured Party,

- (p) if the Security Trustee considers that an amount paid to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed,
- (q) unless the context otherwise requires, a reference to any Charged Property includes
 - (i) any part of that Charged Property,
 - (ii) any proceeds of that Charged Property, and
 - (iii) any present and future assets of that type

2. COVENANT TO PAY

Each Charging Company as primary obligor covenants with the Security Trustee (for the benefit of itself and the other Secured Parties) that such Charging Company will pay the Secured Liabilities as and when the same fall due for payment in accordance with the terms of the Finance Documents

3. GUARANTEE

3.1 Guarantee

Each Charging Company jointly and severally and irrevocably and unconditionally

- (a) guarantees as primary obligor and not as surety, to each Secured Party due and punctual performance by each Non-US Obligor of all of the Secured Liabilities owed by it under or in connection with the Finance Documents (or any of them),
- (b) undertakes with each Secured Party that whenever a Non-US Obligor does not pay any amount when due under or in connection with the Finance Documents it must immediately on demand by the Administrative Agent pay that amount as if it was the principal obligor in respect of that amount, and
- (c) indemnifies each Secured Party immediately on demand against any cost loss or liability suffered by that Secured Parties if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability under this indemnity shall be equal to the amount which the Secured Party would otherwise have been entitled to recover

3.2 Continuing guarantee

This guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Non-US Obligor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part

3.3 Reinstatement

If any payment by a Non-US Obligor or any discharge given by the Secured Parties (whether in respect of the obligations of a Non-US Obligor or any Security Interest for those obligations or otherwise) is avoided or reduced as a result of insolvency, liquidation, administration or any similar event

- (a) the liability of each Charging Company shall continue as if the payment, discharge, avoidance or reduction had not occurred, and
- (b) the Secured Parties shall be entitled to recover the value or amount of that Security Interest or payment from each Charging Company, as if the payment, discharge, avoidance or reduction had not occurred

3.4 Waiver of defences

The obligations of the Charging Companies under this Clause 3 will not be affected by an act, omission, matter or thing which, but for this Clause 3, would reduce, release or prejudice any of its obligations under this Clause 3 (without limitation and whether or not known to it or the Secured Parties) including

- (a) any time, waiver or consent granted to, or composition with, any Non-US Obligor or other person,
- (b) the release of any Non-US Obligor or any other person under the terms of any composition or arrangement with any creditor of any person,
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security Interest over assets of, any Non-US Obligor 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 Interest,
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Non-US Obligor or any other person,
- (e) any amendment (however fundamental) or replacement of any Finance Documents or any other document or Security Interest,
- (f) any unenforceability, illegality or invalidity of any obligation of any person under the Finance Documents or any other document or Security Interest, or
- (g) any insolvency or similar proceedings

3.5 Immediate recourse

Each Charging Company waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or Security Interest or claim payment from any person prior to that Secured Party claiming from that

Charging Company under this Clause 3 This waiver applies irrespective of any law or any provision of any other document to the contrary

3.6 Appropriations

Until all amounts which may be or become payable by the Non-US Obligors under or in connection with the Finance Documents have been irrevocably paid in full, each Secured Party (or any trustee or agent on its behalf) may

- (a) refrain from applying or enforcing any other moneys, Security Interest 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 the Charging Companies shall not be entitled to the benefit of the same, and
- (b) hold in an interest-bearing suspense account any moneys received from any Charging Company or on account of that Charging Company's liability under this Clause 3

3.7 Non-Competition

Until (i) all amounts which may be or become payable by the Non-US Obligors under or in connection with the Finance Documents have been irrevocably paid in full or (ii) the Security Trustee otherwise directs, no Charging Company will exercise any rights which it may have by reason of performance by it of its obligations under this Clause 3 or otherwise

- (a) be subrogated to any rights, Security Interest or moneys held, received or receivable by any Secured Party (or any trustee or agent on its behalf),
- (b) be entitled to any right of contribution or indemnity in respect of any payment made or moneys received on account of any Charging Company's liability under this Clause 3,
- (c) claim, rank, prove or vote as a creditor of any Non-US Obligor or its estate in competition with any Secured Party (or any trustee or agent on its behalf), or
- (d) receive, claim or have the benefit of any payment, distribution or Security Interest from or on account of any Non-US Obligor, or exercise any right of set-off as against any Non-US Obligor

Each Charging Company must hold on trust for, and must immediately pay or transfer to, the Security Trustee any payment or distribution or benefit of Security Interest received by it contrary to the terms of this Clause 3 or in accordance with any direction given by the Security Trustee under this Clause 3

3.8 Additional Security

The guarantee constituted by this Clause 3 is in addition to and is not in any way prejudiced by any other guarantee or Security Interest now or subsequently held by any Secured Party

3.9 Discharge

Unless otherwise agreed by the relevant Charging Company, the liability of each Charging Company under the guarantee constituted by this Clause 3 shall terminate on the date on which all monies expressed to be payable by the Non-US Obligor under the terms of the Finance Documents shall have been paid, except that each Charging Company shall remain liable under the same in respect of any claims or demands validly made thereunder or in respect thereof prior to such date to the extent not then satisfied or withdrawn

4. CHARGING CLAUSE

4.1 Fixed Charges:

As a continuing security for the payment of the Secured Liabilities each Charging Company hereby charges in favour of the Security Trustee (for the benefit of itself and the other Secured Parties) with full title guarantee in accordance with the Law of Property (*Miscellaneous Provisions*) Act 1994 the following assets, both present and future, from time to time owned by such Charging Company or in connection with which it has rights

- (a) by way of first legal mortgage all the freehold and, subject to Clause 4.4 (*Leasehold Interests Containing Prohibition on Charging*), leasehold property specified in Schedule 2 (*Details of Properties*) together with all buildings and fixtures (including trade fixtures) at any time thereon,
- (b) by way of first legal mortgage all other freehold and, subject to Clause 4.4 (*Leasehold Interests Containing Prohibition on Charging*), leasehold property (if any) wherever situated which, individually, has a value of USD2,000,000 or more (or its equivalent in other currencies) together with all buildings and fixtures (including trade fixtures) at any time thereon,
- (c) by way of first fixed charge all other interests (not being charged by paragraphs (a) and (b) above) in any freehold or, subject to Clause 4.4 (*Leasehold Interests Containing Prohibition on Charging*), leasehold property having, individually, a value of USD2,000,000 or more (or its equivalent in other currencies), the buildings and fixtures (including trade fixtures) at any time thereon, all proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land,
- (d) by way of first fixed charge all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating to the same,
- (e) by way of first fixed charge all the Subsidiary Shares owned or held by it (including those listed in Part I of Schedule 3 (*Subsidiary Shares*)) together with all Distribution Rights from time to time accruing thereto,
- (f) (to the extent they are not the subject matter of a charge under paragraph (e) above) by way of first fixed charge all Investments owned by it together with all Distribution Rights from time to time accruing thereto,

- (g) by way of first fixed charge all its rights and interests in and claims under all policies of insurance and all proceeds thereof held by, or written in favour of, such Charging Company or in which it is otherwise interested (the '**Insurances**'),
- (h) by way of first fixed charge all book and other debts, revenues and monetary claims of such Charging Company and all rights and claims of such Charging Company against third parties and against any Security Interest in respect of such debts, revenues or claims,
- (i) by way of first fixed charge (subject to Clause 9 4(d) (*Collection of Book Debts*)) all of its rights in respect of any amount from time to time standing to the credit of any account (including any account contemplated by the Credit Agreement or this Deed) it has with any other person and the debt represented by it that account
- (j) by way of first fixed charge all Intellectual Property now or hereafter owned by it (including, without limitation, those listed in Part II of Schedule 3 (*Intellectual Property*))
- (k) by way of first fixed charge the benefit of all licences, consents, contracts, agreements (other than any Franchise Agreement where a breach of the terms of such Franchise Agreement would be caused as a result of the creation of such Security Interest) and authorisations held or utilised by such Charging Company in connection with its business or the use of any of its assets (to the extent not effectively assigned by Clause 4 3 (*Assignment by way of Security*)),
- (l) by way of first fixed charge its goodwill and uncalled capital, and
- (m) by way of first fixed charge all its rights and interests in (and claims under) the Assigned Agreements (other than any Franchise Agreement where a breach of the terms of such Franchise Agreement would be caused as a result of the creation of such Security Interest) (to the extent not effectively assigned by Clause 4 3 (*Assignment by Way of Security*))

4 2 Floating Charge:

- (a) As further continuing security for the payment of the Secured Liabilities, each Charging Company hereby charges with full title guarantee in favour of the Security Trustee (for the benefit of itself and the other Secured Parties) by way of first floating charge all its assets and undertaking whatsoever and wheresoever both present and future not effectively charged by way of legal mortgage or first fixed charge pursuant to the provisions of Clause 4 1 (*Fixed Charges*) or assigned by way of security pursuant to Clause 4 3 (*Assignment by Way of Security*) (but in the case of the Company excluding any Capital Stock it holds in any Non-Loan Party) and, without prejudice to the generality of the foregoing, all heritable and moveable property and all other property, rights, interests and assets in Scotland or governed by the law of Scotland. The floating charge created by each Charging Company under this Clause 4 shall,
 - (i) except as otherwise agreed in writing by the Security Trustee, rank in priority to any other Security Interest which shall subsequently be created or permitted

to arise by such Charging Company or any Security Interest created by a Receiver appointed under this Deed, and

- (ii) be a qualifying floating charge for the purposes of paragraph 14 of schedule B1 to the Insolvency Act 1986 (which paragraph shall apply to the floating charge)

- (b) Save as provided in paragraph (d) below, the Security Trustee may at any time by notice in writing to any Charging Company convert the floating charge created by any Charging Company pursuant to this Clause 4 into a fixed charge as regards such assets as it shall specify in the notice (whether generally or specifically) in the event that

- (i) an Event of Default has occurred and is continuing unwaived, or
- (ii) the Security Trustee (acting reasonably) considers that (i) such assets are in danger of being seized or (ii) any legal process or execution is being enforced against such assets or (iii) that such assets are otherwise in jeopardy,

and by way of further assurance each Charging Company shall promptly execute a first fixed charge over such assets in such form as the Security Trustee acting reasonably shall require and take such other action in connection therewith as the Security Trustee may reasonably require to give effect to such first fixed charge.

- (c) Notwithstanding any other provision of this Deed (and without prejudice to the circumstances in which the floating charge created under this Clause 4 will crystallise under general law) but subject to paragraph (d) below if

- (i) a resolution is passed for the winding up or administration of any Charging Company or a resolution is passed for a creditors' voluntary winding-up or a creditors' voluntary winding-up is commenced in relation to any Charging Company, or
- (ii) an Administrator or Receiver is appointed in respect of any Charging Company or any of its assets or the Security Trustee receives notice of an intention to appoint a Receiver or an Administrator pursuant to paragraphs 15 or 26 of schedule B1 of the Insolvency Act 1986 in respect of any Charging Company.

then with immediate effect and without notice or further action the floating charge shall automatically convert into a fixed charge as regards the Charged Property secured by such floating charge

- (d) No floating charge created by this Clause 4 may be converted into a fixed charge or otherwise crystallise solely by reason of

- (i) the obtaining of a moratorium by such Charging Company, or
- (ii) anything done with a view to obtaining a moratorium under section 1A and schedule A1 to the Insolvency Act 1986.

- (e) Any charge which has crystallised under paragraphs (b) or (c) above may be reconverted into a floating charge by notice given at any time by the Security Trustee to the Charging Company concerned in relation to the assets specified in such notice

4.3 Assignment by way of Security:

- (a) As further continuing security for the payment of the Secured Liabilities each Charging Company assigns absolutely with full title guarantee, subject to a proviso for re-assignment on redemption, in favour of the Security Trustee (for the benefit of itself and the other Secured Parties) all its rights, title and interest in the Assigned Agreements save where it would be a breach of the terms of any Franchise Agreement to grant such an assignment
- (b) To the extent that any such right described in paragraph (a) above is not assignable or capable of assignment, the assignment of that right purported to be effected by paragraph (b) shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which that Chargor may derive from that right or be awarded or entitled to in respect of that right
- (c) As continuing security for the payment of the Secured Liabilities each Charging Company assigns absolutely the benefit of all rights to receive payments (including any increased payments resulting from any rent review and any interest chargeable on such payments but excluding any VAT charged by the landlord) reserved as rent under any lease of the Mortgaged Property under which the Charging Companies are entitled as landlord to receive such payments
- (d) To the extent that they do not fall within paragraphs (a) to (c) above and are not effectively assigned under paragraphs (a), (b) or (c) above, each Charging Company charges by way of first fixed charge all of its rights under each agreement and document to which it is a party, other than any Franchise Agreement where a breach of the terms of such Franchise Agreement would be caused as a result of the creation of such Security Interest

4.4 Leasehold Interests Containing Prohibition on Charging

- (a) Until the relevant consent has been obtained, there shall be excluded from the charges created by paragraphs (a), (b) and/or (c) of Clause 4.1 (*Fixed Charges*) and from the operation of the further assurance provisions set out in Clause 6 (*Further Assurance*) any leasehold property held by a Charging Company under a lease the terms of which either preclude absolutely such Charging Company from creating any charge over its leasehold interest in such property or require the consent of any third party prior to the creation of such charge (each a “**Consent Property**”)
- (b) With regard to each Consent Property, each relevant Charging Company undertakes to make application for the consent of the relevant third party to the creation of the charge contained in Clause 4.1 (*Fixed Charges*) or to be created pursuant to Clause 6 (*Further Assurance*) within 14 days of the date of a request from the Security Trustee that such application be made (and to forthwith upon making such application provide a copy of such application to the Security Trustee) and, in respect of each lease which provides that the relevant third party will not unreasonably withhold its consent, to use

all reasonable endeavours to obtain such consent as soon as possible and to keep the Security Trustee informed of the progress of its negotiations with such third parties

- (c) Forthwith, upon receipt of the relevant third party's consent as aforesaid, the relevant Charged Property shall thereupon stand charged to the Security Trustee pursuant to the terms of Clause 4.1 (*Fixed Charges*) above. If required by the Security Trustee at any time following receipt of such consent the relevant Charging Company will execute a valid legal mortgage in such form as the Security Trustee acting reasonably shall require.

4.5 Security Trust All assets, right, interests and benefits which are now or in the future granted to the Security Trustee pursuant to Clauses 4.1, 4.2 and 4.3 or otherwise mortgaged, charged, assigned or otherwise granted to it under this Deed (or any other document in connection herewith) and all other rights, powers and discretions granted to or conferred upon the Security Trustee under this Deed or the Credit Agreement (or any other document in connection therewith) shall be held by the Security Trustee on trust for the Secured Parties from time to time in accordance with the provisions of the Security Trust Deed and this Deed.

4.6 Incomplete Details The fact that no or incomplete details of any Charged Property are inserted in the Schedules does not affect the validity or enforceability of the Security Interests created hereby.

5. CONTINUING SECURITY

5.1 The Security Interests created hereby are intended to be continuing Security Interests. Notwithstanding any intermediate payment or settlement of account or other matter or thing whatsoever and in particular the intermediate satisfaction by the relevant Loan Party or any other person of the whole or any part of the Secured Liabilities.

5.2 The Security Interests created hereby are in addition and without prejudice to any other Security Interest or securities which the Security Trustee and/or any other Secured Party may now or hereafter hold for the Secured Liabilities or any part thereof and the Security Interests created hereby may be enforced against each Charging Company without first having recourse to any other rights of the Security Trustee and/or any other Secured Party (as the case may be).

6. FURTHER ASSURANCE

6.1 General:

- (a) Each Charging Company will at its own expense promptly execute such deeds, assurances, agreements, instruments and otherwise do such acts and things as the Security Trustee may reasonably require for perfecting and protecting the Security Interests created (or intended to be created) by this Deed or facilitating the realisation thereof or otherwise for enforcing the same or exercising any of the Security Trustee's rights hereunder. In particular, but without limitation, each Charging Company will
 - (i) execute a valid legal mortgage in such form as the Security Trustee shall require over any freehold or leasehold property having individually, a value of USD2,000,000 (or its equivalent in other currencies) or more now or in the

future belonging to it which is not hereby effectively charged by way of legal mortgage,

- (ii) execute a valid standard Security Interest in such form as the Security Trustee shall require over any heritable property in Scotland owned, or any recorded lease of heritable property in Scotland held, by such Charging Company now or hereafter and having, individually, a value of USD2,000,000 (or its equivalent in other currencies) or more and any heritable fixtures and fittings and fixed plant and machinery at any time thereon owned by such Charging Company, including (without prejudice to the generality of the foregoing) tenant's fixtures and fittings in and upon such leased property,
 - (iii) execute a legal assignment (or, if appropriate, an assignation) in such form as the Security Trustee may require over all or any of the debts, rights, claims, contracts and Insurances hereby charged and if required by the Security Trustee, serve a notice upon the relevant counterparty in the relevant form set out in Schedule 4 (*Forms of Notice to Counterparties*) and use all reasonable endeavours to procure that such counterparty countersigns and returns the notice to the Security Trustee within 20 Business Days of the date of service, provided that if, following such 20 Business Day period, (notwithstanding such endeavours) no acknowledgement has been provided, the obligation to procure such acknowledgement shall cease; and/or
 - (iv) execute a valid fixed charge in such form as the Security Trustee may reasonably require over any asset the subject of the floating charge hereunder following the crystallisation of such floating charge, and/or
 - (v) otherwise execute all transfers, conveyances, assignments and assurances whatsoever and give all notices, orders, instructions and directions whatsoever which the Security Trustee may reasonably require for perfecting Security Interests then intended to be perfected under this Deed
- (b) Any security document required to be executed by a Charging Company pursuant to this Clause 6.1 will be prepared by the Security Trustee's lawyers and, provided such costs are reasonable, at the cost of the relevant Charging Company

6.2 H.M. Land Registry:

- (a) In relation to any Mortgaged Property, each Charging Company hereby applies to the Chief Land Registrar for a restriction to be entered on the Register of Title of all present and future registered freehold and leasehold property of each such Charging Company (and any unregistered properties subject to compulsory first registration at the date of this Deed) in the following terms

‘No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge created pursuant to a Guarantee and Debenture dated [], 2011 between, among others Dollar Financial U.K. Limited and the other charging companies named therein and Wells Fargo Bank, National Association referred to in the charges register ”

- (b) Subject to the terms of the Finance Documents, if certain of the Secured Parties are under an obligation to make further advances to the Loan Parties, the Security Interests created hereby have been made for securing such further advances. The Security Trustee hereby applies to the Chief Land Registrar in the following terms:

“*[Description of the Secured Parties]* are under an obligation to make further advances and application is made to the Registrar for a note to be entered on the register to that effect”

- (c) In respect of any part of the Charged Property the title to which is registered at H M Land Registry, it is hereby certified by the relevant Charging Company that the Security Interests created by this Deed do not contravene any of the provisions of the Memorandum or Articles of Association of any Charging Company

7. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

During the continuance of the Security Interests created hereby each Charging Company covenants that it will not without the prior consent in writing of the Security Trustee

- 7.1 create or agree or attempt to create or permit to subsist (in favour of any person other than the Security Trustee) any Security Interest over the whole or any part of the Charged Property other than a Permitted Security Interest, or
- 7.2 (whether by a single transaction or a number of related or unrelated transactions and whether at the same time or over a period of time) dispose of (or cease to exercise direct control over) any of the Charged Property, whether owned on or after the date of this Deed other than assets the subject of the floating charge on arm's length terms in the ordinary course of trade or other than as permitted or required under the Finance Documents

8. REPRESENTATIONS AND WARRANTIES

- 8.1 **Matters Represented** Each Charging Company represents and warrants to the Security Trustee (for the benefit of itself and the other Secured Parties) in the terms set out in this Clause 8
- 8.2 **Status** It is a corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation
- 8.3 **Binding obligations:**
- (a) Subject to the Reservations, this Deed creates those Security Interests it purports to create and is not liable to be avoided, or otherwise set aside on a liquidation, administration or similar proceeding involving any Charging Company
- (b) The obligations expressed to be assumed by it in this Deed are, subject to the Reservations, legal, valid, binding and enforceable

8.4 Non-conflict with other obligations The entry into and performance by it of, and the transactions contemplated by, this Deed do not and will not conflict with:

- (a) any law or regulation applicable to it,
- (b) its constitutional documents, or
- (c) any agreement or instrument binding upon it or any of its assets the breaching of which has, or could reasonably be expected to have, a Material Adverse Effect

8.5 Power and authority It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Deed to which it is a party and the transactions contemplated by this Deed

8.6 Validity and admissibility in evidence All authorisations, consents, approvals, resolutions, licences, exemptions, filings, notarisations and registrations required or desirable

- (a) to enable it lawfully to enter into, exercise its rights and comply with its obligations in this Deed, and
- (b) to make this Deed admissible in evidence in its jurisdiction of incorporation,

have been obtained or effected and are in full force and effect

8.7 Property:

- (a) Schedule 2 (*Details of Properties*) identifies all freehold and leasehold properties beneficially owned by it as at the date of this Deed which are to be the subject of the Security Interests created pursuant to Clause 4 1(a),
- (b) it is the legal and beneficial owner of its Mortgaged Property,
- (c) no breach of any law, regulation or covenant is outstanding which affects or would be reasonably likely to affect materially the value, saleability or use of its Mortgaged Property
- (d) there are no covenants, agreements, stipulations, reservations, conditions, interest, rights or other matters whatsoever affecting its Mortgaged Property which conflict with its present use or adversely affect the value, saleability or use of any of the Mortgaged Property, in each case to any material extent,
- (e) nothing has arisen or has been created or is subsisting which would be an overriding interest or an unregistered interest which overrides first registration or registered dispositions over its Mortgaged Property and which would be reasonably likely to affect materially its value, saleability or use,
- (f) all facilities (including access) necessary for the enjoyment and use of its Mortgaged Property (including those necessary for the carrying on of its business at the Mortgaged Property) are enjoyed by that Mortgaged Property and none of those

facilities are on terms entitling any person to terminate or curtail its use or on terms which conflict with or restrict its use, where the lack of those facilities would be reasonably likely to affect materially its value, saleability or use,

- (g) it has received no notice of any adverse claims by any person in respect of its Mortgaged Property which if adversely determined would or would be reasonably likely to materially adversely affect the value, saleability or use of any of its Mortgaged Property, nor has any acknowledgement been given to any person in respect of its Mortgaged Property, and
- (h) its Mortgaged Property is held by it free from any Security Interest or any lease or licence which would be reasonably likely to affect materially its value, saleability or use other than a Permitted Security Interest,

provided that in relation to paragraphs (c) to (h) above there shall be no breach of any such representations unless the circumstances which cause such representation to be incorrect has, or could reasonably be expected to have, a Material Adverse Effect

8.8 Investments:

- (a) It is the sole legal and beneficial owner of its Investments, and
- (b) All Investments are fully paid, duly authorised, validly issued and are not subject to any option to purchase or similar right

8.9 Intellectual Property To the best of its knowledge after due enquiry, it is the sole legal and beneficial owner of the registered Intellectual Property identified as being owned by it in Part II of Schedule 3 (*Intellectual Property*) on the date of this Deed and in respect of a Charging Company which accedes to this deed by way of a Security Accession Deed, it is the legal and beneficial owner of the registered Intellectual Property identified against its name in the relevant Security Accession Deed and as at the date of this Deed or if later, the date it became a Party, all registered Intellectual Property material to its business is identified in Part II of Schedule 3 (*Intellectual Property*) opposite its name or in the relevant Security Accession Deed

8.10 Assigned Agreements

- (a) Each of its Assigned Agreements is its legally binding, valid, and enforceable obligation in all material respects
- (b) It is not in default of any of its obligations under any of its Assigned Agreements
- (c) There is no prohibition on assignment in any of its Assigned Agreements (other than the Franchise Agreements)
- (d) Its entry into and performance of this Deed will not conflict with any term of any of its Assigned Agreements in any material respect

- 8.11 Timing** The representations and warranties in this Clause 8 shall be made by each Charging Company with reference to the facts and circumstances then existing on (i) the date of this Deed and (ii) each date on which representations and warranties given under the Credit Agreement are made or deemed to be repeated

9. UNDERTAKINGS

- 9.1 Duration of Undertakings** Each Charging Company undertakes to the Security Trustee (for the benefit of itself and the other Secured Parties) in the terms of the following provisions of this Clause 9, such undertakings to commence on the date of this Deed and to continue for so long as all or any part of the Secured Liabilities remains outstanding

9.2 General Undertakings:

- (a) **Not Jeopardise Security** It will not knowingly do or cause or permit to be done anything which may in any way materially depreciate, jeopardise or otherwise prejudice the value to the Security Trustee of the Security Interests constituted by this Deed
- (b) **Insurance** It will comply with the insurance obligations set out in the Finance Documents in relation to the assets secured by this Deed
- (c) **Maintenance** It will keep all plant, machinery, fixtures, fittings, vehicles, computers and other equipment comprised in the Charged Property in good and substantial repair and in good working order (fair wear and tear excepted) where in each case failure to do so has, or could reasonably be expected to have, a Material Adverse Effect.
- (d) **Chattels - Notice of Charge** If so requested by the Security Trustee, it will place and maintain on each personal chattel the value of which exceeds £1,000,000 subject to a fixed charge under this Deed, in a conspicuous place, as determined by the Security Trustee to be reasonably satisfactory from time to time, an identification marking containing the following wording as appears below and not conceal, alter or remove such marking or permit it to be concealed, altered or removed

"NOTICE OF CHARGE

This [*specify nature of personal chattel*] and additions and ancillary equipment are subject to a first fixed charge in favour of [*name of the Security Trustee*]"

9.3 Property Undertakings:

- (a) **Maintenance**
 - (i) it will keep the Mortgaged Property in a good and substantial state of repair (fair wear and tear excepted) and not without the prior written consent of the Security Trustee erect any buildings or structures on the Mortgaged Property or demolish all or any part of the Mortgaged Property Premises or make any additions or structural or other material alteration to the Premises where in

each case failure to do so has, or could reasonably be expected to have, a Material Adverse Effect, and

- (ii) it will not change the use of the Mortgaged Property or any part thereof or do or suffer to be done anything in relation to the Mortgaged Property which constitutes development (as that expression is defined in the Planning Acts) where in each case to do so has, or could reasonably be expected to have, a Material Adverse Effect
- (b) **Comply With Covenants**
 - (i) it will observe and perform all covenants, agreements and stipulations from time to time affecting its interest in the Mortgaged Property or the mode of user or the enjoyment of the same where in each case failure to do so has, or could reasonably be expected to have, a Material Adverse Effect, and
 - (ii) it will not do or suffer to be done any act or thing whereby any leasehold interest of such Charging Company in the Mortgaged Property may become liable to forfeiture or otherwise be determined where in each case to do so has, or could reasonably be expected to have, a Material Adverse Effect
- (c) **Outgoings** It will punctually pay or cause to be paid (except when contested in good faith and on reasonable grounds) and indemnify the Security Trustee and any Receiver against all present and future rents, rates, taxes, assessments and outgoings of whatsoever nature imposed upon or payable in respect of the Mortgaged Property or any part thereof or by the owner or occupier thereof upon the same becoming due and payable or within any applicable grace period where in each case failure to do so has, or could be reasonably expected to have, a Material Adverse Effect
- (d) **Acquisitions** It will promptly notify the Security Trustee in writing of the acquisition by it of any freehold, heritable or leasehold property having a value, individually, in excess of USD2,000,000 (or its equivalent in other currencies) and promptly supply the Security Trustee with such details, as the Security Trustee may from time to time reasonably request, of the purchase of any such property and immediately upon being requested so to do by the Security Trustee at its own expense execute and deliver to the Security Trustee a legal mortgage or standard security (as appropriate) in favour of the Security Trustee over any such freehold, heritable and leasehold properties so acquired by it after the date hereof and all fixtures and fittings thereon by way of security for payment of the Secured Liabilities, such legal mortgage or standard security to be in such form as the Security Trustee acting reasonably may require and being on substantially the same terms as those contained in this Deed
- (e) **Comply with statutes** It will not do or allow or omit to be done any act, matter or thing whereby any provisions of or regulations made under the Planning Acts shall be infringed nor contravene any other statutory provision or regulation or order of any local or other authority whatever affecting the Mortgaged Property nor (without the prior written consent of the Security Trustee, such consent not to be unreasonably withheld) make any application for the grant of planning permission within the meaning of the Planning Acts where in each case to do so has, or could reasonably be expected to have, a Material Adverse Effect

- (f) **Notices** It will within seven days after receipt by it of any legally binding notice or order material to the interests of the Security Trustee (a “**Direction**”) served on or issued to it by any local or other authority (whether under the Planning Acts or otherwise) in respect of the Mortgaged Property
- (i) give full particulars of the Direction to the Security Trustee and, if so requested by the Security Trustee, produce the Direction or a copy thereof to the Security Trustee,
 - (ii) advise the Security Trustee from time to time of the steps taken or proposed to be taken by it to comply with the terms of the Direction, and
 - (iii) (subject to paragraph (iv) below) without delay take all reasonable or necessary steps to comply with the Direction,
 - (iv) at the request of the Security Trustee (but at the cost of such Charging Company) make or join with the Security Trustee in making such objections or representations against or in respect of any proposal contained in the Direction as the Security Trustee shall deem expedient in order to protect the Security Trustee’s Security Interest in the Mortgaged Property, and
 - (v) following the occurrence of an Event of Default and while the same is continuing unwaived or if such compensation is otherwise required to be applied in reduction of the Secured Liabilities by the terms of the Finance Documents, apply any compensation received as a result of implementation of the Direction in reduction of the Secured Liabilities or (at the option of the Security Trustee) deposit the same with the Security Trustee upon such terms as to set-off, assignment and/or charge or otherwise as the Security Trustee shall require
- (g) **Leases** Save as permitted by the Finance Documents, it will not grant any lease or tenancy of the Mortgaged Property or any part thereof or grant any person any contractual licence or the right to occupy the Mortgaged Property or otherwise part with possession of such Mortgaged Property or any part of such Mortgaged Property
- (h) **Rent** It will pay the rents reserved by and observe and perform the covenants, stipulations and conditions contained in any leases comprised in the Mortgaged Property and on the part of such Charging Company as tenant to be paid, observed and performed and it will procure the observance and performance by the landlord under the said leases of the covenants, stipulations and conditions to be performed on the part of the landlord where in each case failure to do so has or could reasonably be expected to have, a Material Adverse Effect
- (i) **Alteration of Leases** It will not alter or vary or agree to alter or vary the terms of any lease or surrender, cancel, dispose of or permit to be forfeited any leasehold interest under which the Mortgaged Property are held whether such lease be a lease under which it holds the Mortgaged Property or superior thereto or a lease which it has (with the Security Trustee’s consent) granted where such alteration, variation or agreement to alter or has, or could reasonably be expected to have, a Material Adverse Effect

- (j) **Tenant's Obligations** To the extent that there are any leases granted by such Charging Company, it will procure the payment by such tenants to whom such leases have been granted of the rents reserved by and the observance and performance of the covenants, stipulations and conditions contained in such leases and to itself observe and perform the covenants, stipulations and conditions on the part of such Charging Company to be observed and performed under such leases where in each case failure to do so has, or could reasonably be expected to have, a Material Adverse Effect
- (k) **Forfeiture Notices** It will give prompt notice to the Security Trustee if it (i) receives any notice under Section 146 of the Law of Property Act 1925 or (ii) any proceedings are commenced against it for the forfeiture of any lease comprised in the Mortgaged Property

9.4 Collection of Book Debts Each Charging Company shall

- (a) collect (i) all rent and other amounts due from tenants of the Mortgaged Property owned by it, and (ii) all book and other debts and all the other rights and claims (other than Insurances) (together with all rent and amounts referred to in paragraph (i), the "**Charged Debts**") charged to the Security Trustee under this Deed and (until payment into an account is required in accordance with paragraph (b) below) hold the proceeds of getting in and realisation so received upon trust for the Security Trustee,
- (b) except to the extent that the Security Trustee otherwise agrees, pay all the proceeds of the getting in and realisation into a bank account the subject of the Security Interests created by this Deed,
- (c) save as otherwise permitted under the Loan Documents, not without the prior written consent of the Security Trustee, charge, factor, discount or assign any of the Charged Debts in favour of any other person or purport to do so;
- (d) not, without the prior written consent of the Security Trustee withdraw amounts standing to the credit of the Security Accounts,
- (e) be free to operate each bank account (other than a Security Account) until such time as an Event of Default has occurred and is continuing and the Security Trustee has provided notice of the occurrence of such Event of Default to the relevant Account Bank (with a copy of such notice being provided to the relevant Charging Company promptly after it is given), following which each Charging Company shall be prohibited from giving instructions or exercising its rights in respect of such bank account, including withdrawing any amounts standing to the credit of such bank account, without the prior written consent of the Security Trustee,
- (f) in respect of all bank accounts other than Excluded Deposit Accounts
 - (i) promptly after the execution of the Deed give notice to each Account Bank substantially in the form of Schedule 5 (*Form of Notice to Account Bank*), and
 - (ii) use reasonable endeavours to ensure that each Account Bank acknowledges the notice, substantially in the form set out in Schedule 5 (*Form of Notice to*

Account Bank), within 20 Business Days of service, provided that if, following such 20 Business Day period, (notwithstanding such endeavours) no acknowledgement has been provided, the obligation to procure such acknowledgement shall cease

In this Clause 9.4 “**Account Bank**” means a person with whom a Charging Company maintains a bank account

9.5 Investments:

- (a) Within 28 days of the date of execution of this Deed or, in the case of Investments acquired after the date of this Deed, promptly after such acquisition, each Charging Company will deliver to the Security Trustee (or as it shall direct) all certificates and other documents of title or evidence of ownership in relation to its Investments in respect of its Subsidiaries incorporated in England and Wales together with instruments of transfer in respect of each of the same executed in blank (except for the class of shares and the name of the transferor) and left undated
- (b) The Security Trustee may at any time if the Security Trustee reasonably considers that the Security Interests constituted by this Deed is in jeopardy complete the instruments of transfer on behalf of the relevant Charging Company in favour of itself or such other person as it shall select
- (c) Until an Event of Default occurs which is continuing unwaived
 - (i) each Charging Company will be entitled to receive and retain all dividends, distributions and other monies paid on or derived from the Investments, and
 - (ii) each Charging Company will be entitled to exercise all voting and other rights and powers attaching to the Investments provided that it will not exercise any such voting rights or powers in a manner prejudicial to the interests of the Secured Parties
- (d) At any time when any Investments are registered in the name of the Security Trustee or its nominee
 - (i) the Security Trustee will not be under any duty to ensure that any dividends, distributions or other monies payable in respect of those Investments are duly and promptly paid or received by it or its nominee or to verify that the correct amounts are paid or received or to take any action in connection with the taking up of any (or any offer of any) stocks, shares, rights, monies or other property paid, distributed, accruing or offered at any time by way of interest, dividend, redemption, bonus, rights, preference, option, warrant or otherwise on or in respect of or in substitution for, any of those Investments, and
 - (ii) until the occurrence of an Event of Default and for so long as such Event of Default is continuing unwaived, the Security Trustee shall promptly pay any dividends, distributions or other monies payable in respect of those Investments to the relevant Charging Company

- (e) Each Charging Company must pay all calls and other payments due and payable in respect of any of its Investments. If a Charging Company fails to do so, the Security Trustee may pay those calls or other payments on behalf of that Charging Company. That Charging Company must immediately on request reimburse the Security Trustee for any payment made by the Security Trustee under this subclause and, pending reimbursement, that payment will constitute part of the Secured Liabilities.
- (f) Each Charging Company must comply with all requests for information which is within its knowledge and which it is required to comply with by law (including section 793 of the Companies Act 2006) or under the constitutional documents relating to any of its Investments. If a Charging Company fails to do so, the Security Trustee may elect to provide any information which it may have on behalf of the Charging Company. Each Charging Company must promptly supply a copy to the Security Trustee of any such information.
- (g) Each Charging Company must comply with all other conditions and obligations assumed by it in respect of any of its Subsidiary Shares where failure to do so has, or could reasonably be expected to have, a Material Adverse Effect.

9.6 Intellectual Property

- (a) Each Charging Company undertakes that it shall promptly, upon being requested to do so by the Security Trustee, execute or procure the execution of, and comply with all reasonable requests of the Security Trustee in respect of, any document required to record the interest of the Secured Parties in any of its registered Intellectual Property on the United Kingdom Trade Mark Register and/or the United Kingdom Register of Patents or at the request of the Security Trustee (acting reasonably) at the Register of Copyrights or any equivalent registers in the United States and Canada or following the occurrence of an Event of Default, any appropriate register anywhere in the world, all costs of such registrations being borne by the relevant Charging Company.
- (b) Each Charging Company hereby appoints the Security Trustee as its authorised agent to make any filings, registrations or renewals at the expense of such Charging Company at the relevant registry where the Charging Company has failed to comply with its obligations set out in Clause 9.6(a). The Security Trustee will serve written notice on the relevant Charging Company of any exercise of its rights under this Clause.

9.7 Assigned Agreements:

- (a) Each Charging Company will not make or agree to make any amendments or modifications to the Intercompany Loan Documents or waive any of its material rights under the Intercompany Loan Documents or exercise any right to terminate any of the Intercompany Loan Documents except to the extent permitted by the Finance Documents or with the prior consent of the Security Trustee.
- (b) Each Charging Company may make or agree to make any amendments or modifications to the Assigned Agreements (other than the Intercompany Loan Documents) or waive any of its material rights under the Assigned Agreements (other than the Intercompany Loan Documents) or exercise any right to terminate any of the

Assigned Agreements (other than the Intercompany Loan Documents) except to extent prohibited by the Finance Documents

- (c) The Company on behalf of all the Charging Companies must
 - (i) if notice has not already been given, promptly serve a notice of assignment, substantially in the form of Part I to Schedule 4 (*Forms of Notice to Counterparties*), on each of the parties to each of its Assigned Agreements (other than Franchise Agreements) and where any of those other parties upon which a notice has been served
 - (A) is not a Group Member, use reasonable endeavours to ensure that such party countersigns and returns the notice to the Security Trustee within 20 Business Days of the date of service of such notice provided that if, following such 20 Business Day period, (notwithstanding such endeavours) no acknowledgement has been provided, the obligation to procure such acknowledgement shall cease, or
 - (B) is a Group Member, procure that each party countersigns and returns the notice to the Security Trustee within 5 Business Days of the date of service, and
 - (ii) promptly upon request by the Security Trustee following an Event of Default which is continuing unwaived
 - (A) provide a list of all Franchise Agreements and the addresses of the franchisees under such Franchise Agreements, and
 - (B) serve a notice of assignment and obtain an acknowledgement of such notice in accordance with the procedure outlined in paragraph (c)(i) above in relation to the Franchise Agreements detailed in the list delivered pursuant to paragraph (c)(ii)(A)
 - (d) No Charging Company will enter into any Franchise Agreement after the date of this Deed which contains any restriction or any prohibition on assignment of that Franchise Agreement

9 8 Deposit of Documents Each Charging Company will promptly on request deposit with the Security Trustee (or as it shall direct)

- (a) all deeds and documents of title relating to any freehold Mortgage Property,
- (b) all stocks and share certificates, any bearer instrument or other documents of title or evidence of ownership relating to the Investments charged hereby and must promptly take any action and execute and deliver to the Security Trustee any share transfer or other document which may be reasonably requested by the Security Trustee in order to enable the transferee to be registered as the owner or otherwise obtain a legal title to that Investment. this includes.

- (i) delivering executed and (unless exempt from stamp duty), pre-stamped share transfers in favour of the Security Trustee or any of its nominees as transferee or, if the Security Trustee so directs, with the transferee left blank, and
- (ii) procuring that those share transfers are registered by the company in which the Investments are held and that share certificates in the name of the transferee are delivered to the Security Trustee, and
- (c) all such other documents relating to the Charged Property as the Security Trustee from time to time may reasonably require to enable it to protect the rights granted to it under this Deed

9.9 Retention of Documents The Security Trustee may retain any document delivered to it pursuant to Clause 9.8 (*Deposit of Documents*) or otherwise until the Security Interests created by this Deed are released and if for any reason it ceases to hold any such document before such time, it may by notice to the relevant Charging Company require that the relevant document be redelivered to it and the relevant Charging Company shall comply (or procure compliance) promptly with such notice

9.10 Power to Remedy If a Charging Company fails to comply with any of the covenants set out in Clauses 9.2 (*General Undertakings*) to 9.9 (*Retention of Documents*) it will allow (and hereby irrevocably authorises) the Security Trustee and/or such persons as the Security Trustee shall nominate to take such action on behalf of such Charging Company as shall be reasonably necessary to ensure that such covenants are complied with. In particular but without limitation, if a Charging Company shall be in default of effecting or maintaining insurances in accordance with its obligations under the Finance Documents, the Security Trustee may take out or renew such insurances in any sum reflecting the market value of the property insured which the Security Trustee may think expedient and all money properly expended and costs properly incurred by the Security Trustee under this provision shall form part of the Secured Liabilities

9.11 Indemnity Each Charging Company will indemnify the Security Trustee and will keep the Security Trustee indemnified against all losses, costs, charges and expenses incurred by the Security Trustee as a result of a breach by any Charging Company of its obligations under Clauses 9.2 (*General Undertakings*) to 9.9 (*Retention of Documents*) and in connection with the exercise by the Security Trustee of its rights contained in Clause 9.10 (*Power to Remedy*) above other than that caused by the gross negligence or wilful misconduct of the Security Trustee. All sums the subject of this indemnity will be payable by each Charging Company to the Security Trustee on demand and if not so paid will bear interest at the Default Rate and shall be calculated in the manner set forth in the Credit Agreement

10. ATTORNEY

Each Charging Company, by way of security, irrevocably and severally appoints the Security Trustee, each Receiver and each of their respective delegates and sub-delegates to be its attorney to take any action which that Charging Company is obliged to take under this Deed provided that such Charging Company has failed to take such action or, following an Event of Default, the Security Trustee may take such action in any event. Each Charging Company ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause

11. ENFORCEMENT AND POWERS OF THE SECURITY TRUSTEE

- 11.1** The Security Interests created pursuant to this Deed will become immediately enforceable if an Event of Default has occurred and is continuing unwaived
- 11.2** After the Security Interests created pursuant to this Deed have become enforceable, the Security Trustee may in its absolute discretion enforce all or any part of those Security Interests in any manner it sees fit or as the Required Lenders direct
- 11.3** The restriction on the consolidation of mortgages imposed by Section 93 of the Law of Property Act 1925 shall not apply to this Deed or to any Security Interest given to the Security Trustee pursuant to this Deed
- 11.4** Section 103 of the Law of Property Act 1925 shall not apply to the Security Interests created by this Deed which shall immediately become enforceable and the power of sale and other powers conferred by Section 101 of such Act (as varied or extended by this Deed) shall be immediately exercisable at any time after an Event of Default has occurred under the Credit Agreement
- 11.5** The powers conferred on mortgagees, receivers or administrative receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (as the case may be) shall apply to the Security Interests constituted by this Deed except insofar as they are expressly or impliedly excluded, and where there is ambiguity or conflict between the powers contained in such Acts and those contained in this Deed, those contained in this Deed shall prevail
- 11.6** The statutory power of sale exercisable by the Security Trustee under this Deed is hereby extended so as to authorise the Security Trustee to sever any fixtures from the property to which they are attached and sell them separately from such property
- 11.7** If
- (a) so requested by the relevant Charging Company, or
 - (b) the Security Interests granted by the relevant Charging Company pursuant to the terms of this Deed shall have become enforceable, or
 - (c) a petition is presented or application made for the appointment of an Administrator in respect of the relevant Charging Company or notice is given of the intention to appoint an Administrator

the Security Trustee may, subject to Clause 11.8, by deed under seal or in writing under the hand of any officer of the Security Trustee appoint any one or more persons to be Receiver of any Charged Property of the relevant Charging Company or, when permitted by law, may appoint an Administrator of the relevant Charging Company pursuant to paragraph 14 of schedule B1 of the Insolvency Act 1986

11.8

- (a) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under Section 109(1) of the Law of Property Act 1925) does not apply to this Deed
- (b) The Security Trustee is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under the Insolvency Act 2000, except with the leave of the court
- (c) The Security Trustee may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Charged Property if the Security Trustee is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies

11.9 The statutory powers of leasing and accepting surrenders conferred upon the Security Trustee by the Law of Property Act 1925 shall be extended so as to authorise the Security Trustee to lease, make agreements for leases at a premium or otherwise, accept surrenders of leases and grant options or vary or reduce any sum payable under any leases or tenancy agreements as the Security Trustee thinks fit without the need to comply with any of the provisions of Sections 99 and 100 of such Act

11.10 All or any of the powers conferred upon mortgagees by the Law of Property Act 1925 as hereby varied or extended and all or any of the rights and powers conferred by this Deed on a Receiver (whether expressly or impliedly) may be exercised by the Security Trustee without further notice to any Charging Company at any time after the Security Interests created by this Deed shall have become enforceable and the Security Trustee may exercise such rights and powers irrespective of whether the Security Trustee has taken possession or has appointed a Receiver of the Charged Property

11.11 The Security Trustee may (acting reasonably) engage, pay for and rely on the advice or services of lawyers, accountants, surveyors or other experts whose advice or services may at the time seem necessary, expedient or desirable

11.12 The rights, powers and discretions conferred upon the Security Trustee by this Deed shall be supplemental to the Trustee Acts 1925 and 2000 and in addition to any which may be vested in the Security Trustee by general law

11.13 Section 1 of the Trustee Act 2000 shall not apply to the duties of the Security Trustee in relation to the trusts constituted by this Deed. Where there are any inconsistencies between the Trustee Acts 1925 and 2000 and the provisions of this Deed, the provisions of this Deed shall, to the extent allowed by law, prevail, and in the case of any inconsistency with the Trustee Act 2000, the provisions of this Deed shall constitute a restriction or exclusion for the purposes of that Act

12. STATUS, POWERS, REMOVAL AND REMUNERATION OF RECEIVER AND ADMINISTRATORS

12.1 Any Receiver appointed hereunder shall be the agent of the relevant Charging Company and

the relevant Charging Company shall be solely responsible for his acts or defaults and for his remuneration and liable on any contracts or engagements made or entered into by him and in no circumstances whatsoever shall the Security Trustee be in any way responsible for any misconduct, negligence or default of the Receiver

12.2 Any Receiver appointed hereunder shall have power in addition to the powers conferred by the Law of Property Act 1925 and schedule 1 of the Insolvency Act 1986 (which are hereby incorporated in this Deed) and notwithstanding the liquidation of the relevant Charging Company

- (a) to take possession of, collect and get in all or any part of the Charged Property and for that purpose to take any proceedings in the name of the relevant Charging Company or otherwise as he thinks fit,
- (b) generally to manage the Charged Property and to manage or carry on, reconstruct, amalgamate, diversify or concur in carrying on the business or any part thereof of the relevant Charging Company as he may think fit,
- (c) to make any arrangement or compromise or enter into or cancel any contracts which he shall think expedient in the interests of the Security Trustee,
- (d) for the purpose of exercising any of the powers, authorities and discretions conferred on him by this Deed and/or defraying any costs or expenses which may be incurred by him in the exercise thereof or for any other purpose to raise or borrow money or incur any other liability on such terms whether secured or unsecured as he may think fit and whether to rank for payment in priority to this security or not,
- (e) without restriction to sell, let or lease, or concur in selling, letting or leasing, and to vary the terms of, determine, surrender or accept surrenders of, leases or tenancies of, or grant options and licences over or otherwise dispose of or deal with, all or any part of the Charged Property without being responsible for loss or damage, and so that any such sale, lease or disposition may be made for cash payable by instalments, loan stock or other debt obligations or for shares or securities of another company or other valuable consideration, and the Receiver may form and promote, or concur in forming and promoting, a company or companies to purchase, lease, licence or otherwise acquire interests in all or any of the Charged Property or otherwise, arrange for such companies to trade or cease to trade and to purchase, lease, license or otherwise acquire all or any of the Charged Property on such terms and conditions whether or not including payment by instalments secured or unsecured as he may think fit,
- (f) to make and effect all repairs, renewals and improvements to the Charged Property or any part of it as he may think fit and maintain, renew, take out or increase insurances,
- (g) to exercise all voting and other rights attaching to the Investments and stocks, shares and other securities owned by the relevant Charging Company and comprised in the Charged Property in such manner as he may think fit,
- (h) to redeem any prior encumbrance and settle and pass the accounts of the person entitled to the prior encumbrance so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the relevant Charging

Company and the money so paid shall be deemed to be an expense property incurred by the Receiver,

- (i) to appoint and discharge employees, officers, managers, agents, professionals and others for any of the purposes hereof or to guard or protect the Charged Property upon such terms as to remuneration or otherwise as he may think fit and to dismiss the same or discharge any persons appointed by the relevant Charging Company,
- (j) to settle, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person or body who is or claims to be a creditor of the relevant Charging Company or relating in any way to the Charged Property or any part thereof,
- (k) to bring, prosecute, enforce, defend and discontinue all such actions and proceedings or submit to arbitration in the name of the relevant Charging Company in relation to the Charged Property or any part thereof as he shall think fit,
- (l) to sever and sell plant machinery or other fixtures separately from the property to which they may be annexed,
- (m) to implement or continue the development of (and obtain all consents required in connection therewith) and/or complete any buildings or structures on, any real property comprised in the Charged Property and do all acts and things incidental thereto,
- (n) to purchase or acquire any land and purchase, acquire or grant any interest in or right over land,
- (o) to make calls conditionally or unconditionally on the members of the relevant Charging Company in respect of uncalled capital, and
- (p) to do all such other acts and things (including, without limitation, signing and executing all documents and deeds) as may be considered by the Receiver to be incidental or conducive to any of the matters or powers aforesaid or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property and to use the name of the relevant Charging Company for all the purposes aforesaid

12.3 The Security Trustee may by written notice remove from time to time any Receiver appointed by it and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated, for whatever reason

12.4 The Security Trustee may from time to time fix the remuneration of any Receiver appointed by it and any maximum rate imposed by any law (including under Section 109(6) of the Law of Property Act 1925) will not apply

12.5 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 of appointing him states otherwise

13. APPLICATION OF MONEYS

13.1 Unless otherwise determined by the Security Trustee or a receiver, any monies received by the Security Trustee after the Security Interests constituted by this Deed have become enforceable must be applied by the Security Trustee in accordance with, and in the order of priority set out in clause 3 of the Security Trust Deed

13.2 Sections 109(6) and (8) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this Deed

14. PROTECTION OF THIRD PARTIES

14.1 No purchaser from, or other person dealing with, the Security Trustee and/or any Receiver and/or any Administrator shall be obliged or concerned to enquire whether the right of the Security Trustee or any Receiver or Administrator to exercise any of the powers conferred by this Deed has arisen or become exercisable, or whether any of the Secured Liabilities remains outstanding or be concerned with notice to the contrary, or whether any event has happened to authorise the Receiver or Administrator to act or as to the propriety or validity of the exercise or purported exercise of any such power and the title of such a purchaser and the position of such a person shall not be impeachable by reference to any of those matters

14.2 The receipt of the Security Trustee or any Receiver or Administrator shall be an absolute and a conclusive discharge to a purchaser and shall relieve him of any obligation to see to the application of any moneys paid to or by the direction of the Security Trustee or any Receiver or Administrator

14.3 In Clauses 14.1 and 14.2 above, "purchaser" includes any person acquiring, for money or money's worth, any lease of, or Security Interest over, or any other interest or right whatsoever in relation to, the Charged Property

15. PROTECTION OF SECURITY TRUSTEE AND RECEIVER

15.1 Neither the Security Trustee nor any Receiver shall

- (a) be liable in respect of all or any part of the Charged Property for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers, unless such loss or damage is caused by its or his gross negligence or wilful default, or
- (b) be, nor shall any of the Security Trustee's directors, officers, employees or agents be, liable for failure to demand, collect or realise upon all or any part of the Charged Property or for any delay in doing so,
- (c) be under any obligation to sell or otherwise dispose of any Charged Property upon the request of any Charging Company or otherwise

15.2 Without prejudice to the generality of Clause 15.1, entry into possession of the Charged Property shall not render the Security Trustee or the Receiver liable to account as mortgagee in possession and if and whenever the Security Trustee enters into possession of the Charged

Property, it shall be entitled at any time at its discretion to go out of such possession

15.3

- (a) Each Charging Company shall be deemed to be a principal debtor, and the sole, original and independent obligor for the Secured Liabilities and the Charged Property shall be deemed to be a principal Security Interest for the Secured Liabilities, and
- (b) the liability of each Charging Company under this Deed and the charges contained in this Deed shall not be impaired by any forbearance, neglect, indulgence, extension of time, release, surrender or loss of securities, dealing, variation or arrangement by the Security Trustee or any other Secured Party, or by any other act, event or matter whatsoever whereby the liability of the relevant Charging Company (as a surety only) or the charges contained in this Deed (as secondary or collateral charges only) would, but for this provision, have been discharged

15.4 Without prejudice to the generality of Clause 15.1, the provisions of the Security Trust Deed will apply to this Deed

16. COSTS AND EXPENSES

16.1 Each Charging Company must

- (a) promptly on demand pay all costs and expenses (including reasonable legal fees) incurred in connection with this Deed by any Secured Party, Receiver, attorney, manager, agent or other person appointed by the Security Trustee under this Deed, and
- (b) keep each of those persons indemnified against any loss or liability incurred by it (other than any loss or liability resulting from such person's gross negligence or wilful misconduct) in connection with any litigation, arbitration or administrative proceedings concerning this Deed or the Security Interests created by this Deed, this includes any arising from any actual or alleged breach by any person of any law or regulation, whether relating to the environment or otherwise,

16.2 (a) Each Charging Company must, as an independent obligation, indemnify each Secured Party against any loss or liability which that Secured Party incurs as a consequence of

- (i) that Secured Party receiving an amount in respect of a Non-US Obligor's liability under the Finance Documents, or
- (ii) that liability being converted into a claim, proof, judgement or order

in a currency other than the currency in which the amount is expressed to be payable under the relevant Finance Document

- (b) Unless otherwise required by law, each Charging Company waives any right it may have in any jurisdiction to pay any amount under the Finance Documents in a currency other than that in which it is expressed to be payable

- 16.3** The amounts payable under Clauses 16.1 and 16.2 shall carry default interest at the Default Rate as well after as before judgment, from the dates on which they were paid, incurred or charged by the Security Trustee, the other Secured Parties or the Receiver (as the case may be) and shall form part of the Secured Liabilities and accordingly be secured on the Charged Property under the charges contained in this Deed. All such Default Interest shall be calculated in the manner set forth in the Credit Agreement.

17. OTHER SECURITY, CUMULATIVE POWERS AND AVOIDANCE OF PAYMENTS

- 17.1** The Security Interests created pursuant to this Deed are in addition to, and shall neither be merged in, nor in any way exclude or prejudice or be affected by any other Security Interest, right of recourse or other right whatsoever, present or future, (or the invalidity thereof) which the Security Trustee or any other Secured Party may now or at any time hereafter hold or have (or would apart from this security hold or have) from a Charging Company or any other person in respect of the Secured Liabilities.
- 17.2** The powers which this Deed confers on the Security Trustee and the other Secured Parties and any Receiver appointed hereunder are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the Security Trustee or the Receiver thinks appropriate. The Security Trustee, the other Secured Parties or the Receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever. Each Charging Company acknowledges that the respective powers of the Security Trustee, the other Secured Parties and the Receiver will in no circumstances whatsoever be suspended, waived or otherwise prejudiced by anything other than an express waiver or variation in writing.
- 17.3** Any settlement or discharge between a Charging Company and any Secured Party shall be conditional upon no Security Interest or payment to the Secured Party by that Charging Company or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any provision or enactment relating to bankruptcy, insolvency or liquidation for the time being in force and accordingly (but without limiting the other rights of the Secured Party hereunder), the Secured Party shall be entitled to recover from that Charging Company the value which such Secured Party has placed upon such Security Interest or the amount of any such payment as if such settlement or discharge had not occurred.

18. NOTICE OF SUBSEQUENT CHARGE

If the Security Trustee or any other Secured Party receives notice of any subsequent Security Interest or other interest affecting all or any of the Charged Property it may open a new account or accounts for the relevant Charging Company in its books and if it does not do so then (unless it gives express written notice to the contrary to such Charging Company) as from the time of receipt of such notice by the Security Trustee all payments made by the relevant Charging Company to the Security Trustee or other relevant Secured Party (in the absence of any express appropriation to the contrary) shall be treated as having been credited to a new account of the relevant Charging Company and not as having been applied in reduction of the Secured Liabilities.

19. EXCLUSION OF POWERS OF LEASING

During the continuance of this Deed the statutory and other powers of leasing, letting, entering into agreements for leases or lettings and accepting or agreeing to accept surrenders of leases or tenancies shall not be exercisable by any Charging Company in relation to the any freehold Mortgaged Property or any part thereof except to the extent permitted by the terms of the Finance Documents

20. DELEGATION

The Security Trustee or any Receiver may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by the Security Trustee or any Receiver under this Deed to any person or persons as it shall think fit. Any such delegation may be made upon such terms and conditions (including the power to sub-delegate) as the Security Trustee or any Receiver may think fit. The Security Trustee or any Receiver will not be liable or responsible to any Charging Company or any other person for any losses, liabilities or expenses arising from any act, default, omission or misconduct on the part of any delegate.

21. REDEMPTION OF PRIOR CHARGES

The Security Trustee may at any time following the Security Interests constituted by this Deed becoming enforceable redeem any and all prior Security Interests on or relating to the Charged Property or any part thereof or procure the transfer of such Security Interests to itself and may settle and pass the accounts of the person or persons entitled to the prior Security Interests. Any account so settled and passed shall be conclusive and binding on each Charging Company. Each Charging Company will on demand pay to the Security Trustee all principal monies, interest, costs, charges, losses, liabilities and expenses of and incidental to any such redemption or transfer.

22. SET-OFF

22.1 Following an Event of Default which is continuing unwaived, each Secured Party may at any time (without notice to any Charging Company)

- (a) set-off or otherwise apply sums standing to the credit of a Charging Company's accounts with that Secured Party (irrespective of the terms applicable to such accounts and whether or not such sums are then due for repayment to that Secured Party), and
- (b) set-off any other obligations (whether or not then due for performance) owed by that Secured Party to the Charging Company,

in or towards satisfaction of the Secured Liabilities

22.2 Each Secured Party may exercise such rights notwithstanding that the amounts concerned may be expressed in different currencies and the relevant Secured Party is authorised to effect any necessary conversions at a market rate of exchange selected by it

22.3 If the relevant obligation or liability is unliquidated or unascertained the Secured Party may set-off the amount it estimates (in good faith) will be the final amount of such obligation or

liability once it becomes liquidated or ascertained

22.4

- (a) All payments to be made by any Charging Company under this Deed shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim
- (b) All payments to be made by a Charging Company under this Deed shall be made free and clear of and without deduction for or on account of tax unless the relevant Charging Company is required by law to make such a payment subject to a deduction or withholding for or on account of tax in which case the sum payable by the relevant Charging Company in respect of which such deduction or withholding is required to be made shall (unless such deduction or withholding constitutes an Excluded Tax for the purposes of the Credit Agreement) be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the relevant Secured Party receives and retains a net sum equal to the sum which it would have received and so retained had no such deduction or withholding been made or required to be made
- (c) If a Charging Company makes an increased payment under paragraph (b) above and the Security Trustee (in its absolute discretion but acting in good faith) determines that a credit against, relief or remission for, or repayment of any tax (a "tax credit") is attributable to
 - (i) an increased payment of which that increased payment forms part,
 - (ii) the increased payment,
 - (iii) the circumstances giving rise to that increased payment, or
 - (iv) the deduction for or on account of tax that gives rise to the relevant Charging Company's obligation to make that increased payment, and

it or any of its affiliates has used and retained that tax credit in whole or in part, the Security Trustee agrees to pay an amount to the relevant Charging Company which the Security Trustee determines (in its absolute discretion but acting in good faith) will leave it (after that payment) in the same after-tax position as it would have been in but for the use of that tax credit. This paragraph shall not be construed to require the Security Trustee to make available its tax return or any other information relating to its taxes which in its absolute discretion, it deems confidential

23. NOTICES

All notices, requests and demands to or upon the respective parties hereto to be effective shall be in writing (including by telecopy), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered, or three Business Days after being deposited in the mail, postage prepaid, or, in the case of telecopy notice, when received, addressed as follows in the case of the Company, the Charging Companies, the Security Trustee and the Administrative Agent, or to such other address as may be hereafter notified by

the respective parties hereto

The Company C/o DFC Global Corp
1436 Lancaster Avenue
Suite 300
Berwyn, PA 19312
Attention Chief Financial Officer
Telecopy +1 (610) 644 4842
Telephone +1 (610) 296 3400

with a copy to C/o DFC Global Corp
1436 Lancaster Avenue
Suite 300
Berwyn, PA 19312
Attention General Counsel
Telecopy +1 (610) 644 4842
Telephone : +1 (610) 296 3400

Charging Companies C/o DFC Global Corp
1436 Lancaster Avenue
Suite 300
Berwyn, PA 19312
Attention Chief Financial Officer
Telecopy +1 (610) 644 4842
Telephone +1 (610) 296 3400

with a copy to C/o DFC Global Corp
1436 Lancaster Avenue
Suite 300
Berwyn, PA 19312
Attention General Counsel
Telecopy +1 (610) 644 4842
Telephone +1 (610) 296 3400

Administrative Agent Deutsche Bank AG, New York Branch
60 Wall Street
2nd Floor
New York, NY 10005
Attention Mr Mark Kellam II
Facsimile (904) 746-4860
Email mark.kellam@db.com

Security Trustee Deutsche Bank AG, New York Branch
60 Wall Street
2nd Floor
New York, NY 10005
Attention Mr Mark Kellam II
Facsimile (904) 746-4860
Email mark.kellam@db.com

provided that any such notice, request or demand to or upon the Security Trustee or the Administrative Agent shall not be effective until received. In no event shall a voice mail

message be effective as a notice, communication or confirmation hereunder. All telephonic notices to the Security Trustee or the Administrative Agent may be recorded by the Security Trustee or the Administrative Agent, and each of the parties hereto consents to such recording.

Each of Security Trustee or the Administrative Agent and each Charging Company may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it, provided that approval of such procedures may be limited to particular notices or communications. Unless the Security Trustee or the Administrative Agent or Charging Company otherwise prescribes, (a) notices and other communications sent to an email address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return email or other written acknowledgement), provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next Business Day for the recipient, and (b) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its email address as described in the foregoing clause (a) of notification that such notice or communication is available and identifying the website address therefor.

24. NO IMPLIED WAIVERS

- 24.1** No failure or delay by the Security Trustee or any other Secured Party in exercising any right, power or privilege under this Deed shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 24.2** The rights and remedies of the Security Trustee provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.
- 24.3** A waiver given or consent granted by the Security Trustee 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.

25. INVALIDITY OF ANY PROVISION

If any provision of this Deed is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions will not be affected or impaired in any way.

26. ASSIGNMENT AND NEW CHARGING COMPANIES

- 26.1** Each Charging Company authorises and agrees to changes to parties under the Finance Documents pursuant to the terms of the Finance Documents and authorises the Security Trustee to execute on its behalf any document or documents required to effect the necessary transfer of rights or obligations contemplated by those provisions.
- 26.2** Each Charging Company will procure that, to the extent required by the provisions of the Credit Agreement, any new Group Member that is incorporated in England and Wales executes a Security Accession Deed (subject to such modifications as may be required to ensure no breach of law or regulation thereby occurs) and such other documentation on

substantially the same terms as this Deed as the Security Trustee may reasonably require for the purpose of charging its assets and undertakings to the Security Trustee.

- 26.3 Each Charging Company consents to additional companies and new Subsidiaries becoming Charging Companies as contemplated by Clause 26.2 and irrevocably appoints the Company as its agent for the purpose of executing Security Accession Deeds on its behalf

27. RESIGNATION AND REMOVAL OF SECURITY TRUSTEE

The provisions of clause 5 of the Security Trust Deed will apply to this Deed

28. CURRENCY CLAUSES

- 28.1 All monies received or held by the Security Trustee or any Receiver under this Deed may be converted into such other currency as the Security Trustee (acting reasonably) considers necessary or desirable to cover the obligations and liabilities comprised in the Secured Liabilities in that other currency at the Security Trustee's spot rate of exchange (or, if the Security Trustee does not quote a spot rate of exchange, the spot rate of exchange quoted by a known dealer in such currency designated by the Security Trustee) then prevailing for purchasing that other currency with the existing currency.

- 28.2 No payment to the Security Trustee (whether under any judgment or court order or otherwise) shall discharge the obligation or liability of the relevant Loan Party in respect of which it was made unless and until the Security Trustee shall have received payment in full in the currency in which the obligation or liability was incurred and to the extent that the amount of any such payment shall on actual conversion into such currency fall short of such obligation or liability expressed in that currency the Security Trustee shall have a further separate cause of action against the relevant Charging Company and shall be entitled to enforce the Security Interests constituted by this Deed to recover the amount of the shortfall

29. CERTIFICATES CONCLUSIVE

A certificate, determination, notification or opinion of the Security Trustee as to any amount payable under this Deed will, in the absence of manifest error, be conclusive evidence of such amount

30. THIRD PARTIES

Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 and, notwithstanding any term of this Deed, no consent of any third party is required for any amendment (including any release or compromise of any liability) or termination of this Deed

31. PERPETUITY PERIOD

The perpetuity period for the trusts in this Deed is 125 years.

32. FINANCIAL COLLATERAL

32.1 To the extent that the assets mortgaged or charged under this Deed constitute “financial collateral” and this Deed and the obligations of the Charging Companies under this Deed constitute a “security financial collateral agreement” (in each case for the purpose of an as defined in the Financial Collateral Arrangements (no 2) Regulations 2003 (SI 2003 No 3226)) the Security Trustee shall have the right after the Security Interests constituted by this Deed become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities

32.2 For the purpose of paragraph 32.1 above, the value of the financial collateral appropriated shall be such amount as the Security Trustee reasonable determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it

33. RELEASE

(a) At the end of the Security Period, the Security Trustee must, at the request and cost of the Chargor, take whatever action is reasonably necessary to release the Charged Property from the Security Interests created by this Deed

(b) Promptly following a disposal of any Charged Property permitted in the Credit Agreement, the Administrative Agent shall give notice to the Security Trustee to release that Charged Property from the Security Interests created by this Deed

34. COUNTERPARTS

34.1 This Deed may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

34.2 Failure by one or more parties (“Non-Signatories”) to execute this Deed on the date hereof or at all will not invalidate the provisions of this Deed as between the other parties who do execute this Deed. Such Non-Signatories may execute this Deed (or a counterpart thereof) on a subsequent date and will thereupon become bound by its provisions

35. GOVERNING LAW AND SUBMISSION TO JURISDICTION

35.1 Governing Law This Deed, and any non-contractual obligation arising in connection with the Deed, shall be governed by and construed in all respects in accordance with English law

35.2 Submission to Jurisdiction For the benefit of the Security Trustee and each of the other Secured Parties, each Charging Company and the Company irrevocably submits to the jurisdiction of the courts in England for the purpose of hearing and determining any dispute arising out of this Deed and for the purpose of enforcement of any judgment against its assets which are secured hereunder

35.3 Freedom of Choice The submission to the jurisdiction of the courts referred to in Clause 35.2 (*Submission to Jurisdiction*) shall not (and shall not be construed so as to) limit the right of the Security Trustee or any Secured Party to take proceedings against any Charging

Company and the Company in the courts of any country in which such Charging Company and the Company has assets or in any other court of competent jurisdiction nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law

35.4 Forum Convenience and Enforcement Abroad Each Charging Company

- (a) waives objection to the English courts on grounds of inconvenient forum or otherwise as regards proceedings in connection with this Deed,
- (b) agrees that a judgment or order of an English court in connection with this Deed is conclusive and binding on it and may be enforced against it in the courts of any other jurisdiction, and
- (c) hereby to the fullest extent permitted by law waives any right it may have in any jurisdiction to have any proceedings take the form of a trial by jury

35.5 Waiver of trial by jury:

Each Party waives any right it may have to a jury trial of any claim or cause of action based on or arising from any Finance Document or any transaction contemplated by any Finance Document. In the event of litigation, this Deed may be filed as a written consent to a trial by the court

I N W I T N E S S whereof this Deed has been duly executed the day and year first before written

SIGNATORIES (GUARANTEE AND DEBENTURE)

COMPANY

Executed and delivered as a deed by)
DOLLAR FINANCIAL U.K. LIMITED)
acting by *Eric Erickson*)
a director in the presence of)

[REDACTED]

Director

Witness Signature [REDACTED]

Witness Name *Aime E. Mitchell*

Witness Address *Berwyn, PA 19312*

CHARGING COMPANIES

Executed and delivered as a deed by)
DOLLAR FINANCIAL U.K. LIMITED)
acting by *Eric Erickson*)
a director in the presence of)

[REDACTED]

Director

Witness Signature [REDACTED]

Witness Name *Aime E. Mitchell*

Witness Address *Berwyn, PA 19312*

Executed and delivered as a deed by)
INSTANT CASH LOANS LIMITED)
acting by *Eric Erickson*)
a director in the presence of)

[REDACTED]

Director

Witness Signature [REDACTED]

Witness Name *Aime E. Mitchell*

Witness Address *Berwyn,*

Executed and delivered as a deed by)
DF HOLDINGS (UK) LIMITED)
acting by *Eric Erickson*)
a director in the presence of.

[Redacted Signature]

Director

Witness Signature [Redacted Signature]

Witness Name *Anne E. Mitchell*

Witness Address *Bethesda, MD 20814*

Executed and delivered as a deed by)
DF EUROZONE (UK) LIMITED)
acting by *Eric Erickson*)
a director in the presence of

[Redacted Signature]

Director

Witness Signature [Redacted Signature]

Witness Name *Anne E. Mitchell*

Witness Address *Bethesda, MD 20814*

ADMINISTRATIVE AGENT

Executed and delivered as a deed by)
DEUTSCHE BANK AG,)
NEW YORK BRANCH)
In its capacity as Administrative Agent)
by its authorised signatory)

Witness Signature

Witness Name

Witness Address

Executed and delivered as a deed by)
DF HOLDINGS (UK) LIMITED)
acting by)
a director in the presence of.

.....
Director

Witness Signature

Witness Name

Witness Address.

Executed and delivered as a deed by)
DF EUROZONE (UK) LIMITED)
acting by)
a director in the presence of.

.....
Director

Witness Signature

Witness Name

Witness Address

ADMINISTRATIVE AGENT

Executed and delivered as a deed by)
DEUTSCHE BANK AG,)
NEW YORK BRANCH)
In its capacity as Administrative Agent)
by its authorised signatory)

Witness Signature:

Witness Name

Witness Address


Kirk L. Tashjian
Vice President


Peter Cucchiara
Vice President

SECURITY TRUSTEE

Executed and delivered as a deed by)
DEUTSCHE BANK AG)
NEW YORK BRANCH)
In its capacity as Security Trustee)
by its authorised signatory)

Witness Signature

Witness Name

Witness Address

Kirk L. Tashjian
Vice President

1

Peter Cuccitara
Vice President

SCHEDULE 1

DETAILS OF CHARGING COMPANIES

<u>Name</u>	<u>Jurisdiction/Registered No.</u>	<u>Registered Office</u>
Dollar Financial U K Limited	England & Wales/03701758	6 th Floor, 77 Gracechurch Street, London EC3V 0AS
Instant Cash Loans Limited	England & Wales/02685515	6 th Floor, 77 Gracechurch Street, London EC3V 0AS
DF Holdings (UK) Limited	England & Wales/08414255	Castlebridge Office Village, Kirtle Drive, Castle Marina, Nottingham NA7 1LD
DF Eurozone (UK) Limited	England & Wales/08440244	Castlebridge Office Village, Kirtle Drive, Castle Marina, Nottingham NA7 1LD

SCHEDULE 2

DETAILS OF PROPERTIES

PART I – UNREGISTERED LAND

None as at the date of this Deed

PART II – REGISTERED LAND

None as at the date of this Deed

SCHEDULE 3

PART 1 – SUBSIDIARY SHARES

Charging Company	Subsidiary Shares Charged	Number and Class of Shares
Dollar Financial U K Limited	Instant Cash Loans Limited	287,382 Ordinary Shares
DF Holdings (UK) Limited	DF Eurozone (UK) Limited	100 Ordinary Shares
Instant Cash Loans Limited	Express Finance (Bromley) Limited	100 shares
Instant Cash Loans Limited	Fast Cash Limited	2 shares
Instant Cash Loans Limited	Payday Express Limited	100-shares
Instant Cash Loans Limited	Cash a Cheque Holdings Great Britain Limited	2239613 Ordinary A shares 222222 Ordinary B shares

PART II – INTELLECTUAL PROPERTY

Trademark / Service Mark	Current Owner of Record	Jurisdiction	Reg. No.	Reg. Date
DUNCANSON & EDWARDS	Instant Cash Loans Ltd	England & Wales	App No 3019481	Filing Date 8/23/2013
MONEY-MART MONEYMART MONEY MART (set of 3 Marks)	Instant Cash Loans, Ltd	England & Wales	2205324	4/7/2000
MONEY SHOP & Design	Instant Cash Loans, Ltd	England & Wales	2197407	4/26/2002
MONEY SHOP CASH TIL PAYDAY & Design	Instant Cash Loans, Ltd	England & Wales	2201021	12/14/2001
ROBERT BIGGAR PAWNBROKER & Design	Instant Cash Loans Ltd	England & Wales	3019292	8/22/2013
ROBERT BIGGAR	Instant Cash Loans Ltd	England & Wales	3019296	8/22/2013
THE MONEY SHOP	Instant Cash Loans Ltd	England & Wales	2514830	1/29/2010

Copyright	Current Owner of Record	Status	Reg. No.	Reg. Date
Amber Software	Instant Cash Loans Limited	unregistered	N/A	N/A

PART III – INTERCOMPANY LOANS

The intercompany loan note dated 9 November 2011 and made between, among others, Dollar Financial U K Limited and others as Payors and the Payees (in each case as defined therein)

SCHEDULE 4

FORMS OF NOTICE TO COUNTERPARTIES

PART I – COUNTERPARTIES OTHER THAN INSURERS

[Borrower to prepare notices for each Assigned Agreement and to confirm list of Assigned Agreements]

To *[insert name and address of counterparty]*

Dated

Dear Sirs,

Re *[here identify the relevant assigned agreement]* (the “Agreement”)

We hereby notify you that *[insert name of Company]* (the “Company”) has assigned to *[insert name of Security Trustee]*, (the “Security Trustee”) for the benefit of itself and certain other lenders and financial institutions (the “Secured Parties”) all its right, title and interest in the Agreement as security for certain obligations owed by the Company to the Secured Parties

We further notify you that

- (a) the Company may not agree to amend, modify or terminate the Agreement without the prior written consent of the Security Trustee,
- (b) subject to paragraph (a) above you may continue to deal with the Company in relation to the Agreement until you receive written notice to the contrary from the Security Trustee. Thereafter the Company will cease to have any right to deal with you in relation to the Agreement and therefore from that time you should deal only with the Security Trustee.
- (c) you are authorised to disclose information in relation to the Agreement to the Security Trustee on request,
- (d) if the Security Trustee so requires by notice in writing, you must pay all monies to which the Company is entitled under the Agreement direct to the Security Trustee (and not to the Company) unless the Security Trustee otherwise agrees in writing, and
- (e) the provisions of this notice may only be revoked with the written consent of the Security Trustee

Please sign and return the enclosed copy of this notice to the Security Trustee (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) if the Security Trustee so requires by notice in writing, you must pay all monies to which the Company is entitled under the Agreement direct to the Security Trustee (and not to the Company) unless the Security Trustee otherwise agrees in writing, and
- (iii) you have not received notice that the Company has assigned its rights under the Agreement to a third party other than the Security Trustee or created any other interest (whether by way of security or otherwise) in the Agreement in favour of a third party

The provisions of this notice are governed by English law

Yours faithfully

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

To *[insert name of Security Trustee]*

Copy to *[insert name and address of Company]*

We hereby acknowledge receipt of the above notice and confirm the matters set out in paragraphs (i), (ii) and (iii) above

for and on behalf of *[insert name of Counterparty]*

Dated

PART II – FORM OF NOTICE TO INSURERS

[Borrower's counsel to confirm Insurers and to prepare relevant notices]

To *[insert name and address of counterparty]*

Dated

Dear Sirs,

Re *[here identify the relevant insurance policy(ies)]* (the “Policies”)

We hereby notify you that *[insert name of Company]* (the “Company”) has charged by way of first fixed charge in favour of *[insert name of Security Trustee]* (the “Security Trustee”) for the benefit of itself and certain other Lenders 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

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 Trustee. Thereafter the Company will cease to have any right to deal with you in relation to the agreement and therefore from that time you should deal only with the Security Trustee,
- (b) you are authorised to disclose information in relation to the Policies to the Security Trustee on request,
- (c) 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 Trustee,
- (d) you will pay or release all monies to which the Company is entitled under the Policies to the Company until such time as the Security Trustee shall otherwise direct by notice in writing, and
- (e) the provisions of this notice may only be revoked with the written consent of the Security Trustee

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

- (i) you agree to act in accordance with the provisions of this notice,
- (ii) you have noted the Security Trustee's interest as first charges on the Policies to the Company until such time as the Security Trustee shall otherwise direct by notice in writing,
- (iii) you will not cancel or otherwise allow the Policies to lapse without giving the Security Trustee not less than 14 days written notice, and

- (iv) you have not received notice that the Company has assigned its rights under the Policies to a third party other than the Security Trustee or created any other interest (whether by way of security or otherwise) in the Policies in favour of a third party

The provisions of this notice are governed by English law

Yours faithfully

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

To [*insert name of Security Trustee*]

Copy to [*insert name and address of Company*]

We hereby acknowledge receipt of the above notice and confirm the matters set out in paragraphs (i) to (iv) above

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

Dated

SCHEDULE 5

FORM OF NOTICE TO ACCOUNT BANK

To [insert name and address of Account Bank]

Dated []

Dear Sirs,

Re Account Holder [insert name of the Charging Company] (the "**Chargor**")
[Security Account Nos [insert number] (the "**Security Account[s]**")]*
[Bank Account Nos [insert number] (the "**Bank Account[s]**")]*
Account Branch [insert branch address]

- (1) We give notice that, by a guarantee and debenture dated [] 2013 (the "**Guarantee and Debenture**"), we have charged by way of first fixed charge to [insert name of Security Trustee] (the "**Security Trustee**") for the benefit of itself and certain other financial institutions all our present and future right, title and interest in and to [the Security Accounts and]* the Bank Accounts, all monies from time to time standing to the credit of [the Security Accounts]* and the Bank Accounts and all additions to or renewals or replacements thereof (in whatever currency) and to all interest from time to time accrued or accruing on such [Security Accounts and]* Bank Accounts, any investment made out of any such monies or account and all rights to repayment of any of the foregoing by you
- (2) [We advise you that, under the terms of the Guarantee and Debenture, we are not entitled to operate the Security Accounts without the prior written consent of the Security Trustee. We therefore hereby irrevocably authorise and instruct you
 - (a) unless the Security Trustee so authorises you in writing, not to permit us to make withdrawals from the Security Accounts,
 - (b) to hold all monies from time to time standing to the credit of the Security Accounts to the order of the Security Trustee,
 - (c) to pay all or any part of the monies standing to the credit of the Security Accounts to the Security Trustee (or as it may direct) promptly following receipt of written instructions from the Security Trustee to that effect, and
 - (d) to disclose to the Security Trustee such information relating to the Chargor and the Security Accounts as the Security Trustee may from time to time request you to provide]*
- (3) [We advise you that, under the terms of the Guarantee and Debenture, we are entitled to operate the Bank Accounts in the ordinary course until such time as you are notified in writing by the Security Trustee that an Event of Default has occurred and is continuing. Upon your receipt of such notice from the Security Trustee you are irrevocably authorised and instructed without further reference to us

* Delete if not applicable

- (a) unless the Security Trustee so authorises you in writing, not to permit us to make withdrawals from the Bank Accounts;
 - (b) to hold all monies from time to time standing to the credit of the Bank Accounts to the order of the Security Trustee,
 - (c) to pay all or any part of the monies standing to the credit of the Bank Accounts to the Security Trustee (or as it may direct) promptly following receipt of written instructions from the Security Trustee to that effect, and
 - (d) to disclose to the Security Trustee such information relating to the Chargor and the Bank Accounts as the Security Trustee may from time to time request you to provide]*
- (4) We agree that you are not bound to enquire whether the right of the Security Trustee to withdraw any monies from any [Security Account or]* Bank Account has arisen or be concerned with (1) the propriety or regularity of the exercise of that right or (2) notice to the contrary or (3) to be responsible for the application of any monies received by the Security Trustee
- (5) The provisions of this notice may only be revoked or amended with the prior written consent of the Security Trustee
- (6) Please confirm by completing the enclosed copy of this notice and returning it to the Security Trustee (with a copy to us) that
- (i) you agree to act in accordance with the provisions of this notice,
 - (ii) you have not, at the date this notice is returned to the Security Trustee, received notice of any assignment or charge of or claim to the monies standing to the credit of any of [the Security Accounts or]* the Bank Accounts or the grant of any security or other interest over those monies in favour of any third party and you will notify the Security Trustee promptly if you should do so in the future, and
 - (iii) you do not at the date of this notice and will not in the future exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of [the Security Accounts or]* the Bank Accounts
- (7) This notice (and any acknowledgement) shall be governed by and construed in accordance with English law

Yours faithfully,

for and on behalf of
[Name of Chargor]

* Delete if not applicable

Countersigned by
for and on behalf of

[Security Trustee]

[On copy]

To *[Name and address of Security Trustee]*

Copy to *[Name of Chargee]*

We acknowledge receipt of the above notice We confirm and agree

- (a) that the matters referred to in it do not conflict with the terms which apply to any
[Security Account and] Bank Account, and
- (b) the matters set out in paragraphs [(2)] to [(5)/(6)] in the above notice

for and on behalf of

[Insert name of Account Bank]

Dated: []

SCHEDULE 6

FORM OF SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on

BY -

- (1) [•] Limited (Registered No [•]) whose registered office is situated at [•] (the “**New Charging Company**”),
- (2) Dollar Financial U K Limited (the “**Company**”) for itself and as agent for and on behalf of each of the existing Charging Companies, and
- (3) [•] (the “**Security Trustee**”)

RECITAL:-

This Deed is supplemental to

- (a) a guarantee and debenture dated [] between, among others, the Company, the Charging Companies named therein and the Security Trustee as previously supplemented and amended by earlier Security Accession Deeds (if any) (the “**Guarantee and Debenture**”), and
- (b) a security trust deed dated [] between, among others, the Security Trustee, the Administrative Agent and the Charging Companies named therein as previously supplemented and amended (the “**Security Trust Deed**”)

NOW THIS DEED WITNESSETH as follows -

- (1) **Definitions** Terms defined in the Guarantee and Debenture have the same meanings when used in this Deed
- (2) **Accession of New Charging Company to the Guarantee and Debenture** The New Charging Company hereby agrees to be a Charging Company for the purposes of the Guarantee and Debenture with immediate effect, and agrees to be bound by all of the terms of the Guarantee and Debenture as if it had originally been a party thereto as a Charging Company Accordingly, without prejudice to the foregoing, the New Charging Company hereby
 - (a) provides a guarantee and gives the undertakings and indemnities described in Clause 3 of the Guarantee and Debenture,
 - (b) Covenants with the Security Trustee (for the benefit of itself and the other Secured Parties) that it will pay the Secured Liabilities as and when the same fall due for payment,
 - (c) As a continuing security for payment of the Secured Liabilities charges in favour of the Security Trustee (for the benefit of itself and the other Secured Parties) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act

1994 the following assets, both present and future, from time to time owned by it or in which it is from time to time interested,

- (i) by way of first legal mortgage all the freehold and, subject to paragraph 4 below, leasehold property specified in schedule 1 below together with all buildings and fixtures (including trade fixtures) at any time thereon.
- (ii) by way of first legal mortgage all other freehold and, subject to paragraph 4 below, leasehold property (if any) wherever situated which, individually, has a value of USD 2,000,000 or more (or its equivalent in other currencies) together with all buildings and fixtures (including trade fixtures) at any time thereon,
- (iii) by way of first fixed charge all other interests (not being charged by paragraphs (i) and (ii) above) in any freehold or, subject to paragraph 4 below, leasehold property, having, individually, a value of USD2,000,000 or more (or its equivalent in other currencies), the buildings and fixtures (including trade fixtures) at any time thereon, all proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land,
- (iv) by way of first fixed charge all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating to the same,
- (v) by way of first fixed charge all the Subsidiary Shares owned or held by it (including those listed in schedule 2 below) together with all Distribution Rights from time to time accruing thereto,
- (vi) (to the extent they are not the subject matter of the charge under paragraph (v) above) by way of first fixed charge all Investments owned by it together with all Distribution Rights from time to time accruing thereto,
- (vii) by way of first fixed charge all its rights and interests in and claims under all policies of insurance and all proceeds thereof either now or in the future held by, or written in favour of, the Company or in which it is otherwise interested,
- (viii) by way of first fixed charge all its book and other debts, revenues and monetary claims and all its rights and claims against third parties and against any Security Interests in respect of such debts, revenues or claims
- (ix) by way of first fixed charge (subject to Clause 94(d) (*Collection of Book Debts*) of the Guarantee and Debenture) of all of its rights in respect of any amount from time to time standing to the credit of any account (including any account contemplated by the Credit Agreement of the Guarantee and Debenture) it has with any other person and the debt represented by that account,
- (x) by way of first fixed charge all its Intellectual Property owned by it (including, without limitation, those listed in Schedule 3 below),

- (xi) by way of first fixed charge the benefit of all licences, consents, agreements (other than any Franchise Agreement where a breach of the terms of such Franchise Agreement would be caused as a result of the creation of such Security Interest) and authorisations held or utilised by it in connection with its business or the use of any of its assets (to the extent not effectively assigned by Clause 2(e) below,
 - (xii) by way of first fixed charge its goodwill and uncalled capital, and
 - (xiii) by way of first fixed charge all its rights and interests in (and claims under) the Assigned Agreements (other than any Franchise Agreement where a breach of the terms of such Franchise Agreement would be caused as a result of the creation of such Security Interest) (to the extent not effectively assigned by Clause 2(e) below)
- (d) As further continuing security for the payment of the Secured Liabilities, charges with full title guarantee in favour of the Security Trustee (for the benefit of itself and the other Secured Parties) by way of first floating charge all its assets and undertaking whatsoever and wheresoever both present and future not effectively charged by way of legal mortgage or first fixed charge pursuant to the provisions of Clause 2(c) above or assigned by way of security pursuant to Clause 2(e) below and, without prejudice to the generality of the foregoing, all heritable and moveable property and all other property, rights, interests and assets in Scotland or governed by the law of Scotland. The floating charge created by each New Charging Company under this Clause 2 shall
 - (i) except as otherwise agreed in writing by the Security Trustee, rank in priority to any other Security Interest which shall subsequently be created or permitted to arise by such New Charging Company or any Security Interest created by a Receiver appointed under the Guarantee Debenture, and
 - (ii) be a qualifying floating charge for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986 (which paragraph shall apply to the floating charge)
- (e) As further continuing security for the payment of the Secured Liabilities, assigns (to the fullest extent capable of assignment) in favour of the Security Trustee (for the benefit of the other Secured Parties) all its rights, title, and interest in the Assigned Agreements identified in Schedule 4 below provided that on payment or discharge in full of the Secured Liabilities the Security Trustee will at the request and cost of such New Charging Company re-assign the Assigned Agreements to such New Charging Company (or as it shall direct)
- (3) The New Charging Company hereby agrees to be a Loan Party for the purposes of the Security Trust Deed with immediate effect, and agrees to be bound by the terms of the Security Trust Deed as if it had originally been a party thereto as a Loan Party
- (4) **Leasehold Interests Containing Prohibition on Charging**
 - (a) Until the relevant consent has been obtained, there shall be excluded from the charge created by Clause (2)(c) above and from the operation of the further assurance

provisions set out in Clause 6 (*Further Assurance*) of the Guarantee and Debenture any leasehold property held by a New Charging Company under a lease the terms of which either preclude absolutely the New Charging Company from creating any charge over its leasehold interest in such property or require the consent of any third party prior to the creation of such charge (each a “**Consent Property**”)

- (b) With regard to each Consent Property, the New Charging Company undertakes to make application for the consent of the relevant third party to the creation of the charge contained in Clause 2(c) above or to be created pursuant to Clause 6 (*Further Assurance*) of the Guarantee and Debenture within 14 days of the date of a request from the Security Trustee that such application be made (and to forthwith upon making such application provide a copy of such application to the Security Trustee) and in respect of each Consent Property’s lease which provides that the relevant third party will not unreasonably withhold its consent, use all reasonable endeavours to obtain such consent as soon as possible and to keep the Security Trustee informed of the progress of its negotiations with such third parties
 - (c) Forthwith, upon receipt of the relevant third party’s consent as aforesaid, the relevant Consent Property shall thereupon stand charged to the Security Trustee pursuant to the terms of Clause (2)(c) above, If required by the Security Trustee at any time following receipt of such consent the relevant Charging Company will execute a valid legal mortgage in such form as the Security Trustee acting reasonably shall require.
- (5) **Construction of Guarantee and Debenture** The Debenture and this Security Accession Deed shall be read together as one instrument on the basis that references in the Debenture to “this Deed” “herein” expressions will be deemed to include this Security Accession Deed
 - (6) **Consent of Existing Charging Companies** The existing Charging Companies hereby agree to the terms of this Security Accession Deed and agree that its execution will in no way prejudice or affect the Security Interests granted by each of them under (and covenants given by each of them in) the Guarantee and Debenture or their rights under the Security Trust Deed
 - (7) **Construction of Security Trust Deed** The Security Trust Deed and this Deed shall be read together as one instrument on the basis that references in the Security Trust Deed to “this Deed”, “herein” expressions will be deemed to include this Deed
 - (8) **Notices** The New Charging Company confirms that its address details for notices in relation to Clause 23 (*Notices*) of the Guarantee and Debenture are as follows

Registered Office
Registered Number
Facsimile
Attention of
 - (9) **Agency** The New Charging Company irrevocably appoints the Company as its agent for the purpose of executing any Security Accession Deed on its behalf in accordance with Clause 26 4 (*Assignment and New Charging Companies*) of the Guarantee and Debenture
 - (10) **Law** This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in all respects in accordance with English law

-
- (11) **Miscellaneous** The provisions of clauses 16 (*Costs and Expenses*), 23 (*Notices*) and 35 (*Governing Law and submission to jurisdiction*) of the Guarantee and Debenture shall apply to this Deed *mutatis mutandis*

IN WITNESS whereof this Deed has been duly executed the day and year first before written

SCHEDULE 1

Details of Freehold and Leasehold Property

SCHEDULE 2

Details of all Investments

SCHEDULE 3

Details of Intellectual Property Rights

SCHEDULE 4

Details of Assigned Agreements

SIGNATORIES TO SECURITY ACCESSION DEED

The New Charging Company

Executed and delivered as a deed by)
[NEW CHARGING COMPANY])
acting by)
a director in the presence of

Director

Witness Signature

Witness Name

Witness Address

The Company

Executed and delivered as a deed by)
DOLLAR FINANCIAL U.K. LIMITED)
acting by)
a director in the presence of

Director

Witness Signature

Witness Name

Witness Address

Security Trustee

By