

MR01

Particulars of a charge



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

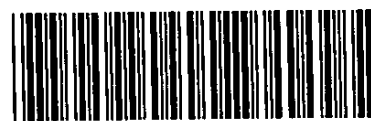
☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

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

This form must be delivered to the Registrar for registration within
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. This
must be scanned and placed on the public record



A13 21/11/2013 #84
COMPANIES HOUSE

1 Company details

Company number 0 8 7 7 0 0 0 9 ✓
Company name in full DOLLAR FINANCIAL UK HOLDING PLC ✓

2 Charge creation date

Charge creation date 1 3 1 1 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

☒ **Yes**

☐ **No**

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ **Yes** Continue

☐ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ **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

☒ **Yes**

☐ **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



D X

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8770009

Charge code: 0877 0009 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th November 2013 and created by DOLLAR FINANCIAL UK HOLDING PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st November 2013

Given at Companies House, Cardiff on 27th 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

Reed Smith LLP

Date

13 NOVEMBER 2013 10/11/13

THIS SECURITY ACCESSION DEED is made on

BY:-

- (1) Dollar Financial UK Holding plc (Registered No 8770009) whose registered office is situated at Castlebridge Office Village, Kintley Drive, Castle Marina, Nottingham NG7 1LD (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) Deutsche Bank AG, New York Branch (the "Security Trustee").

RECITAL:-

This Deed is supplemental to

- (a) a guarantee and debenture dated 25 October 2013 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 25 October 2013 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 USD 2,000,000 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 9.4(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:

New Charging 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 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

- (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

None as at the date of this deed

SCHEDULE 2

Details of all Subsidiary Shares

Charging Company	Subsidiary Shares Charged	Number and Class of Shares
Dollar Financial UK Holding plc	Dollar Financial U K Limited	8,827,902

SCHEDULE 3

Details of Intellectual Property Rights

None as at the date of this deed

SCHEDULE 4


Details of Assigned Agreements

1. The intercompany loan note dated 25 October 2013 and made between, among others, Dollar Financial U K Limited and others as Payors and the Payees (in each case as defined therein) to which Dollar Financial UK Holding plc is acceding

SIGNATORIES TO SECURITY ACCESSION DEED

The New Charging Company


Executed and delivered as a deed by)
DOLLAR FINANCIAL UK HOLDING PLC)
acting by)
a director in the presence of


Director

Witness Signature:

Witness Name

Witness Address.


Anne Hitzel
Derby, PA 19110

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.


Anne Hitzel
Derby, PA 19110

Security Trustee

The Security Trustee

Executed and delivered as a deed by
DEUTSCHE BANK AG, NEW
YORK BRANCH
in its capacity as Security Trustee

)
)
)
)

By:

Name

Kirk L. Tashjian
Vice President

Title:

By:

Name:

Peter Cucchiara
Vice President

Title: