



**Registration of a Charge**

Company name: **TRAVELEX ISSUERCO LIMITED**

Company number: **12749698**



X9BB65O3

Received for Electronic Filing: **12/08/2020**

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**Details of Charge**

Date of creation: **06/08/2020**

Charge code: **1274 9698 0001**

Persons entitled: **GLAS TRUST CORPORATION LIMITED (AS SECURITY AGENT)**

Brief description: **NOT APPLICABLE**

**Contains fixed charge(s).**

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

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

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

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL  
INSTRUMENT.**

Certified by:

**CHRIS DEVINE**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 12749698

Charge code: 1274 9698 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th August 2020 and created by TRAVELEX ISSUERCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th August 2020 .

Given at Companies House, Cardiff on 13th August 2020

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



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

I certify that, save for material redacted pursuant to section 859G of the Companies Act 2006, the enclosed copy of the security instrument delivered as part of this application for registration in accordance with section 859A of the Companies Act 2006 is a correct copy of the original security instrument.

*Execution version*

Signature: Latham & Watkins  
Name: Latham & Watkins  
Title: Solicitors  
Date: 10 August 2020

6 AUGUST 2020

**TRAVELEX TOPCO LIMITED**  
(as Parent)

and

**THE OTHER CHARGORS LISTED IN  
SCHEDULE 1**

and

**GLAS TRUST CORPORATION LIMITED**  
(as Security Agent)

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**DEBENTURE**

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**LATHAM & WATKINS**

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THIS DEED is made on   6   August 2020

**BETWEEN:**

- (1) **Travelex Topco Limited** (the “Parent”), a limited liability company incorporated in Jersey with registration number 131898 and registered address at 47 Esplanade St Helier, Jersey, JE1 0BD;
- (2) **THE COMPANIES** listed in Schedule 1 (*The Chargors*) (together with the Parent, the “Chargors” and each a “Chargor”); and
- (3) **GLAS TRUST CORPORATION LIMITED** as security trustee for itself and the other Secured Parties (the “Security Agent”).

**IT IS AGREED AS FOLLOWS:**

**1. INTERPRETATION**

**1.1 Definitions**

In this Debenture:

“**Acceleration Event**” has the meaning given to that term in the Intercreditor Agreement.

“**Account Notice**” means a notice substantially in the form set out in Part 3 of Schedule 8 (*Forms of Notices*);

“**Accounts**” means all present and future accounts opened or maintained by the Chargors, including but not limited to the accounts set out in Schedule 6 (*Bank Accounts*) of this Debenture (and any renewal or re-designation of such account(s)), in each case, together with the debt or debts represented thereby;

“**Assigned Agreements**” means:

- (a) the Administration Funding Agreement as defined in the Senior Facilities Agreement;
- (b) the Interim Funding Agreement as defined in the Senior Facilities Agreement;
- (c) the TFCS Funding Agreement as defined in the Senior Facilities Agreement;
- (d) the TCS Funding Agreement as defined in the Senior Facilities Agreement;
- (e) the Master Intercompany Loan Agreement as defined in the Senior Facilities Agreement;
- (f) the share sale and option agreement between Travelex Limited (in administration), Travelex Acquisitionco Limited, Travelex Topco Limited and others dated on or around the date of this Debenture;
- (g) the share sale agreement between Travelex Holding (HK) Limited and Travelex Acquisitionco Limited dated on or around the date of this Debenture; and
- (h) any other agreement designated as an Assigned Agreement by the Parent and the Security Agent;

**“Charged Property”** means all the assets and undertakings of the Chargors which from time to time are subject of the Security created or expressed to be created in favour of the Security Agent by or pursuant to this Debenture and any Security Accession Deed;

**“Chargor”** means each of the Chargors and each company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed;

**“Counterparty Notice”** means a notice substantially in the form set out in Part 1 of Schedule 8 (*Forms of Notices*);

**“Default Rate”** means the rate at which interest is payable under Clause 11.3 (*Default Interest*) of the Senior Facilities Agreement;

**“Equipment”** means all present and future plant, machinery, computers, office and other equipment, furnishings and vehicles and other chattels together with any spare parts, replacements or modifications and the benefit of all contracts, licences and warranties relating thereto, including but not limited to any assets specified in Schedule 5 (*Equipment*);

**“Event of Default”** has the meaning given to such term in the Intercreditor Agreement;

**“Finance Documents”** has the meaning given to such term in the Senior Facilities Agreement;

**“Finance Parties”** has the meaning given to such term in the Senior Facilities Agreement;

**“Group”** means the Parent and each of its Subsidiaries for the time being;

**“Insurance Notice”** means a notice substantially in the form set out in Part 2 of Schedule 8 (*Forms of Notices*);

**“Insurance Policies”** means all present and future policies of insurance held by, or written in favour of, a Chargor or in which it is otherwise interested, including but not limited to the policies of insurance, if any, specified in Schedule 7 (*Insurance Policies*), but excluding any third party liability or public liability insurance and any director and officers insurance;

**“Intellectual Property”** means all present and future patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, contractual waivers of moral rights, inventions, rights in confidential information, knowhow, trade secrets and any other intellectual property rights and interests, whether registered or unregistered, and the benefit of all applications and rights to use or exploit such assets (including any licences and sub-licences), all applications, renewals and extensions, and all rights to apply, for any such assets whether or not specifically listed herein, including any partial right to any of the foregoing, to the extent they are jointly owned, which may now or in the future subsist in any part of the world, including but not limited to the intellectual property, if any, specified in Schedule 4 (*Intellectual Property*);

**“Intercreditor Agreement”** means the intercreditor agreement dated on or about the same date as this Debenture and made between, among others, Travelex Topco Limited as parent, Travelex Acquisitionco Limited as the company, the other Chargors as at the date of this Debenture as original debtors, the Security Agent as security agent, GLAS Trustees Limited as note trustee and Global Loan Agency Services Limited as facility agent;

**“Investment”** means all present and future stock, share, debenture, loan stock, securities, bonds, certificates of deposits, options, warrants, interest in any investment fund or investment scheme and any other comparable investment (including all warrants, options and any other rights to subscribe for, convert into or otherwise acquire these investments), including but not limited to the investments, if any, specified in Schedule 3 (*Shares and Investments*) (including,



unless the context otherwise requires, the Shares), in each case whether owned directly by or to the order of a Chargor or by any trustee, fiduciary, nominee or clearance system on its behalf (including all rights against any such trustee, fiduciary, nominee or clearance system);

**“Other Debts”** means all present and future book debts and other debts and monetary claims (other than Trading Receivables) owing to a Chargor;

**“Parties”** means each of the parties to this Debenture from time to time;

**“Property”** means all present and future freehold and leasehold property from time to time owned by a Chargor or in which a Chargor is otherwise interested, including, but not limited to the property, if any, specified in Schedule 2 (*Properties*), and shall include:

- (a) the proceeds of sale of all or any part of such property;
- (b) all rights, benefits, privileges, warranties, covenants, easements, appurtenances and licences relating to such property;
- (c) all money received by or payable to a Chargor in respect of such property; and
- (d) all buildings, fixtures and fittings from time to time on such property;

but excluding in all cases Short Leasehold Property;

**“Quasi-Security”** means a transaction in which a Chargor:

- (a) sells, transfers or otherwise disposes of any of its assets on terms whereby they are or may be leased to or re-acquired by a Chargor or any other member of the Group;
- (b) sells, transfers or otherwise disposes of any of its receivables on recourse terms;
- (c) enters into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
- (d) enters into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset;

**“Receiver”** means a receiver, receiver and manager or administrative receiver appointed under this Debenture;

**“Related Rights”** means all dividends, distributions and other income paid or payable on a Share or Investment, together with all shares or other property derived from any Share or Investment and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Share or Investment (whether by way of conversion, redemption, bonus, preference, option or otherwise);

**“Safeguarding Obligation”** has the meaning given to that term in Clause 3.5(a)(i);

**“Secured Obligations”** has the meaning given to that term in the Intercreditor Agreement;

**“Secured Parties”** has the meaning given to that term in the Intercreditor Agreement;

**“Security”** means a mortgage, charge, pledge or lien, assignment by way of security, or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

**“Security Accession Deed”** means a deed executed by a member of the Group substantially in the form set out in Schedule 9 (*Form of Security Accession Deed*), with those amendments which the Security Agent may approve or reasonably require;

**“Senior Facilities Agreement”** means the facilities agreement dated on or about the date of this Debenture between, among others, Travelex Topco Limited as parent, Bank of America Merrill Lynch International Designated Activity Company, Barclays Bank PLC, Deutsche Bank AG, London Branch, Goldman Sachs International And J.P. Morgan Securities PLC as mandated lead arrangers, the Chargors (as at the date of this Debenture) as original guarantors, Barclays Bank as ancillary lender, Global Loan Agency Services Limited as agent and the Security Agent as security agent;

**“Shares”** means all present and future shares owned by a Chargor in its Subsidiaries including but not limited to the shares, if any, specified in Schedule 3 (*Shares and Investments*);

**“Short Leasehold Property”** means any leasehold real property that has 25 years or less to run on the lease or has a rack rent payable;

**“Trading Receivables”** means all present and future book and other debts arising in the ordinary course of trading owing to a Chargor; and

## 1.2 Construction

Unless otherwise defined in this Debenture, the rules of construction contained in clause 1.2 of the Senior Facilities Agreement and clause 1.2 of the Intercreditor Agreement shall apply *mutatis mutandis* in this Debenture. In addition, in this Debenture, unless a contrary intention appears, a reference to:

- (a) an **“agreement”** includes any legally binding arrangement, concession, contract, deed or franchise (in each case whether oral or written);
- (b) an **“amendment”** includes any amendment, supplement, variation, novation, modification, replacement or restatement and **“amend”**, **“amending”** and **“amended”** shall be construed accordingly;
- (c) a **“Finance Document”** or any other agreement or instrument is a reference to that Finance Document or other agreement, or instrument as amended, novated, supplemented, extended or restated (however fundamentally);
- (d) **“assets”** includes present and future properties, revenues and rights of every description;
- (e) **“including”** means including without limitation and **“includes”** and **“included”** shall be construed accordingly;
- (f) **“losses”** includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and **“loss”** shall be construed accordingly;
- (g) a **“person”** includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or any two or more of the foregoing; and
- (h) a **“regulation”** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.

### **1.3 Other References**

- (a) In this Debenture, unless a contrary intention appears, a reference to:
  - (i) any Finance Party, Secured Party, Chargor or any other person is, where relevant, deemed to be a reference to or to include, as appropriate, that person's successors in title, permitted assignees and transferees and in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents;
  - (ii) any Finance Document or other agreement or instrument is to be construed as a reference to that agreement or instrument as amended (howsoever fundamentally and whether or not such amendment results in new and / or more onerous obligations and liabilities), including by way of a change in the purpose of the facilities, or by way of a refinancing, deferral or extension of the facilities or by way of an addition or increase of or other changes to the facilities or other obligations or liabilities under the agreements or accession or retirement of the parties to the agreements;
  - (iii) any clause or schedule is a reference to, respectively, a clause of and schedule to this Debenture and any reference to this Debenture includes its schedules; and
  - (iv) a provision of law is a reference to that provision as amended or re-enacted.
- (b) The index to and the headings in this Debenture are inserted for convenience only and are to be ignored in construing this Debenture.
- (c) Words importing the plural shall include the singular and vice versa.

### **1.4 Incorporation by reference**

Unless the context otherwise requires or unless otherwise defined in this Debenture, words and expressions defined in the Senior Facilities Agreement or Intercreditor Agreement (as applicable) have the same meanings when used in this Debenture.

### **1.5 Incomplete details shall not affect validity**

The absence or incomplete details of any Charged Property in any Schedule shall not affect the validity or enforcement of any Security under this Debenture.

### **1.6 Miscellaneous**

- (a) The terms of the documents under which the Secured Obligations arise and of any side letters between any Chargor and any Secured Party relating to the Secured Obligations are incorporated in this Debenture to the extent required for any purported disposition of the Charged Property contained in this Debenture to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (b) Subject to sub-paragraph (c) below, notwithstanding any other provision of this Debenture, in respect of any floating charge created by this Debenture, the obtaining of a moratorium under Part A1 of the Insolvency Act 1986, or anything done with a view to obtaining such a moratorium (including any preliminary decision or investigation), shall not be an event causing the floating charge created by this Debenture to crystallise or be an event causing restrictions which would not otherwise apply to be imposed on

the disposal of property by any Chargor or be a ground for the appointment of a Receiver.

- (c) Sub-paragraph (b) above does not apply to any floating charges referred to in sub-section (4) of section A52 of Part A1 of the Insolvency Act 1986.
- (d) The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Debenture and no rights or benefits expressly or impliedly conferred by this Debenture shall be enforceable under that Act against the Parties by any other person.
- (e) The Parties hereto intend that this document shall take effect as a deed notwithstanding that a Party may only execute this document under hand.

## **1.7 Conflicts**

- (a) Notwithstanding anything in this Debenture to the contrary, the Security granted to the Security Agent under this Debenture and the exercise of any rights and remedies of the Security Agent under this Debenture are subject to the provisions of the Senior Facilities Agreement and/or the Intercreditor Agreement, as the case may be. In the event of any inconsistency or conflict between the terms of this Debenture and the Senior Facilities Agreement or the Intercreditor Agreement, the terms of the Intercreditor Agreement or the Senior Facilities Agreement (as applicable) shall prevail.
- (b) Nothing which is permitted under the Debt Documents shall (unless an Event of Default has occurred and is continuing) be deemed to constitute a breach of any term of this Debenture.

## **2. COVENANT TO PAY**

Each Chargor as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay and discharge the Secured Obligations in the manner provided for in the Debt Documents when they fall due for payment pursuant to and in accordance with the Debt Documents.

## **3. CHARGING PROVISIONS**

### **3.1 Specific Security**

Subject to Clause 3.5 (*Property Restricting Charging*), each Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest:

- (a) by way of first legal mortgage all Property now belonging to or vested in it; and
- (b) by way of first fixed charge:
  - (i) all other interests (not effectively charged under Clause 3.1(a)) in any Property and the benefit of all other agreements relating to land;
  - (ii) all of its rights, title and interest in any Intellectual Property;
  - (iii) all of its rights, title and interest in the Equipment;
  - (iv) all the Investments, Shares and all corresponding Related Rights;

- (v) all Trading Receivables and all rights and claims against third parties and against any security in respect of those Trading Receivables;
- (vi) all Other Debts and all rights and claims against third parties against any security in respect of those Other Debts;
- (vii) all monies from time to time standing to the credit of the Accounts (including any interest and other sums accruing thereon), together with all of its rights, title and interest in, and benefits and proceeds deriving from or arising in connection with, the Accounts;
- (viii) all of its goodwill and uncalled capital; and
- (ix) if not effectively assigned by Clause 3.2 (*Security Assignment*), all its rights, title and interest in (and proceeds and claims under) the Insurance Policies and the Assigned Agreements,

and includes, in respect of each of the above charged assets (as appropriate), the benefit of all licences, consents and agreements held by each Chargor in connection with the use of the asset, any monies or income paid or payable in respect of the asset, any proceeds of the sale of the asset and any other property, rights or claims relating to, accruing to or deriving from the asset.

### 3.2 Security Assignment

Subject to Clause 3.5 (*Property Restricting Charges*), as further continuing security for the payment of the Secured Obligations, each Chargor assigns absolutely with full title guarantee to the Security Agent all its rights, title and interest, both present and future, from time to time in:

- (a) the proceeds and claims under the Insurance Policies; and
- (b) the Assigned Agreements,

subject in each case to reassignment by the Security Agent to the relevant Chargor of all such rights, title and interest upon payment or discharge in full of the Secured Obligations.

### 3.3 Floating Charge

- (a) As further continuing security for the payment of the Secured Obligations, each Chargor charges with full title guarantee in favour of the Security Agent by way of first floating charge all its present and future assets, undertakings and rights.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this Debenture.

### 3.4 Conversion of Floating Charge

- (a) The Security Agent may, by notice to any Chargor, convert the floating charge created under this Debenture into a fixed charge with immediate effect as regards those assets specified in the notice, if:
  - (i) an Acceleration Event has occurred; or
  - (ii) the Security Agent (acting reasonably) is of the view that any asset charged under the floating charge created under this Debenture is in danger of being

seized or sold under any form of distress, attachment, execution or other legal process or is otherwise in jeopardy; or

- (iii) the Security Agent reasonably considers that it is necessary in order to protect the priority, value or enforceability of the Security created under this Debenture.
- (b) The floating charge created under this Debenture will automatically (without notice) and immediately be converted into a fixed charge over all the assets of a Chargor which are subject to the floating charge created under this Debenture, if:
  - (i) the members of that Chargor convene a meeting for the purposes of considering any resolution for its winding-up, dissolution, or a compromise, assignment or arrangement with any creditor;
  - (ii) that Chargor creates, or purports to create, Security (except as permitted by the Debt Documents or with the prior consent of the Security Agent) on or over any asset which is subject to the floating charge created under this Debenture;
  - (iii) any third party takes any step with a view to levying distress, attachment, execution or other legal process against any such asset;
  - (iv) any person (entitled to do so) gives notice of its intention to appoint an administrator to any Chargor or files such a notice with the court; or
  - (v) if any other floating charge created by that Chargor crystallises for any reason.

### 3.5 Property Restricting Charging

- (a) There shall be excluded from the charge created by Clause 3.1 (*Specific Security*) and from the operation of Clause 4 (*Further Assurance*):
  - (i) customer cash which is (A) subject to a safeguarding obligation required by regulation or other applicable laws, and prohibited from being used by the regulated firm for its own business, including being used as security or collateral against funds borrowed by the regulated firm, or (B) held subject to a contractual obligation to segregate those funds from the Chargor or other customers of the Chargor ((A) and (B) each being a “**Safeguarding Obligation**”). Each Chargor who is a under a Safeguarding Obligation agrees to keep those customer funds the subject of the Safeguarding Obligation in an account segregated from its funds which are not subject to a Safeguarding Obligation and/or customer funds for the purposes of the Debenture;
  - (ii) any leasehold property held by a Chargor under a lease which prohibits either absolutely or conditionally (including requiring the consent of any third party) that Chargor from creating any charge over its leasehold interest;
  - (iii) any Intellectual Property in which a Chargor has an interest under any licence or other agreement which prohibits either absolutely or conditionally (including requiring the consent of any third party) that Chargor from creating any charge over its interest in that Intellectual Property; and
  - (iv) any other asset that is the subject of any third-party contract, lease, licence, instrument or other third-party arrangement which has been entered into, is binding on such asset and is permitted under the Debt Documents and which prohibits the Chargor from granting any charge over those assets and, if such

charge were granted, would permit the third party to terminate the relevant third party contract, lease, licence, instrument or other third-party arrangement, but only to the extent that such restriction is limited solely to the assets that are the express subject of the relevant third-party contract, lease, licence, instrument or other third-party arrangement,

in the case of (ii) to (iv) until the relevant condition or waiver has been satisfied or obtained.

- (b) For all leasehold property, Intellectual Property or other asset referred to in Clause 3.5(a), each relevant Chargor undertakes to use its reasonable endeavours to obtain the relevant consent or waiver of prohibition or condition as soon as reasonably practicable in respect of any lease, licence or agreement which provides that the relevant third party will not unreasonably withhold its consent to charging, to use reasonable endeavours to obtain such consent as soon as possible and, on request of the Security Agent (acting in accordance with clause 8.7 (*Security Agent instructions*) of the Intercreditor Agreement) inform the Security Agent of the progress of its negotiations.
- (c) Immediately upon receipt of the relevant waiver or consent, the formerly excluded leasehold property, Intellectual Property or other asset shall stand charged to the Security Agent under Clause 3.1 (*Specific Security*). If required by the Security Agent, (acting in accordance with clause 8.7 (*Security Agent instructions*) of the Intercreditor Agreement) at any time following receipt of that waiver or consent, the relevant Chargor will forthwith execute a valid fixed charge or legal assignment in such form as the Security Agent shall reasonably require.

#### 4. FURTHER ASSURANCE

- (a) The covenants set out in Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in sub-clause 4(b) and (c) below.
- (b) Subject to the Agreed Security Principles, each Chargor shall promptly (and at its own expense) do all such acts (including payment of all stamp duties or fees) or execute or re-execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require):
  - (i) to perfect the Security created or intended to be created under or evidenced by this Debenture (which may include the execution or re-execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of this Debenture) or for the exercise of any rights, powers and remedies of the Security Agent, any Receiver or the other Secured Parties provided by or pursuant to this Debenture or by law; and/or
  - (ii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created under this Debenture.
- (c) Subject to the Agreed Security Principles, each Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to this Debenture.

- (d) In relation to any provision of this Debenture which requires a Chargor to deliver any document for the purposes of granting any guarantee or Security for the benefit of the Security Agent or any other Secured Party, the Security Agent agrees to execute as soon as reasonably practicable any such agreed form document which is presented to it for execution (provided it is in a form acceptable to the Security Agent).

## **5. NEGATIVE PLEDGE**

No Chargor may:

- (a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property; or
- (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than in respect of assets charged under Clause 3.3 (*Floating Charge*) on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so,

except as permitted by the Debt Documents or with the prior consent of the Security Agent.

## **6. REPRESENTATIONS AND WARRANTIES**

### **6.1 General**

Each Chargor represents and warrants to the Security Agent as set out in this Clause 6 on the date of this Debenture and on each date that the Repeating Representations are repeated under the Senior Facilities Agreement.

### **6.2 Property**

Schedule 2 (*Properties*) identifies all freehold and leasehold property beneficially owned by it as at the date of this Debenture. There are no proceedings, actions or circumstances relating to any of that property which materially and adversely affect that property's value or its ability to use that property for the purposes for which it is currently used.

### **6.3 Bank Accounts**

It is the legal and beneficial owner of the Accounts other than:

- (a) any segregated account in which customer cash is held; or
- (b) any Accounts which are subject to trust arrangements arising in the ordinary course of its business,

provided that in each case the funds in the relevant Account are being held subject to a Safeguarding Obligation. It has full power to establish and maintain the Accounts and, subject to any Permitted Security, to enter into and deliver and to create the Security constituted by this Debenture.

### **6.4 Persons with Significant Control regime**

- (a) No Chargor incorporated in England and Wales has issued and no such Chargor intends to issue any warning notice or restrictions notice under Schedule 1B of the Companies Act 2006 in respect of any Shares which constitute Charged Property.



- (b) No Chargor incorporated in England and Wales has received any warning notice or restrictions notice under Schedule 1B of the Companies Act 2006 in respect of any Shares which constitute Charged Property.

## 7. PROTECTION OF SECURITY

### 7.1 Title Documents

- (a) Each Chargor will promptly deposit with the Security Agent (or as it shall direct):
  - (i) all deeds and documents of title relating to all real property mortgaged or charged under this Debenture and, if those deeds and documents are with the Land Registry, will promptly deposit them with the Security Agent (or as it shall direct) upon their release;
  - (ii) all stock and share certificates and other documents of title relating to the Shares and Investments together with stock transfer forms executed in blank and left undated on the basis that the Security Agent shall be able to hold such documents of title and stock transfer forms until the Secured Obligations have been irrevocably and unconditionally discharged in full and shall be entitled, at any time following the occurrence of an Acceleration Event or if the Security Agent reasonably considers that the Security constituted by this Debenture is in jeopardy to complete, under its power of attorney given in this Debenture, the stock transfer forms on behalf of the relevant Chargor in favour of itself or such other person as it shall select;
  - (iii) following an Event of Default:
    - (A) all documents (including any passbook) relating to the Accounts;
    - (B) all Insurance Policies and Assigned Agreements; and
  - (iv) following an Event of Default that is continuing all other documents relating to the Charged Property which the Security Agent may from time to time reasonably require.
- (b) Notwithstanding Clause 7.1(a) above, the Parties acknowledge and agree that if at the time of an acquisition by a Chargor (an “**Acquiring Chargor**”) of Shares or an Investment in a company (an “**Acquired Company**”), the Chargor is not able to be reflected in the register of members (or equivalent) of the Acquired Company, the Acquiring Chargor will not be required to comply with the terms of Clause 7.1(a) above until such time as it is registered in the relevant register of members as legal title holder of the relevant Shares or Investments in the Acquired Company, provided that the Acquiring Chargor uses reasonable endeavours to cause the register of members (or equivalent) of the Acquired Company to be updated as soon as reasonably practicable and upon being so registered shall promptly following such date provide the relevant title documents in accordance with Clause 7.1(a) above.
- (c) The Security Agent may retain any document delivered to it under this Clause 7.1 or otherwise until the Security created under this Debenture is released and, if for any reason it ceases to hold any such document before that time, it may by notice to the relevant Chargor require that the document be redelivered to it and the relevant Chargor shall promptly comply (or procure compliance) with that notice.

- (d) Any document required to be delivered to the Security Agent under Clause 7.1(a) which is for any reason not so delivered or which is released by the Security Agent to a Chargor shall be held on trust by the relevant Chargor for the Security Agent.

## **7.2 Receivables and Bank Accounts**

- (a) Each Chargor shall:
  - (i) as agent for the Security Agent, collect all Trading Receivables and Other Debts charged to the Security Agent under this Debenture, pay the proceeds into an Account promptly upon receipt and, pending such payment, hold those proceeds on trust for the Security Agent;
  - (ii) not charge, factor, discount or assign any of the Trading Receivables or Other Debts in favour of any person, or purport to do so unless permitted by the Debt Documents or with the prior consent of the Security Agent; and
  - (iii) where the relevant Account is not maintained with the Security Agent, serve an Account Notice on the bank with whom the Account is maintained, which:
    - (A) in the case of a party who is a Chargor as at the date of this Debenture, such notice shall be delivered on the same date as this Debenture;
    - (B) in the case of a Chargor that accedes to this Debenture under a Security Accession Deed, such notice shall be delivered within 10 Business Days of the date of the relevant Security Accession Deed; and
    - (C) in the case of an Account opened after the date of this Debenture (or, if relevant the Security Accession Deed), such notice shall be delivered within 10 Business Days of the date of the Account being opened,and shall use reasonable endeavours to procure that such bank signs and delivers to the Security Agent an acknowledgement substantially in the form of the schedule to the Account Notice within 10 Business Days of such service, provided that, if the relevant Chargor has used its reasonable endeavours and has still not been able to obtain such acknowledgement from the account bank any obligation to obtain an acknowledgement shall cease 20 Business Days following the date of service of the relevant Account Notice.
- (b) Following a notice by the Security Agent as referred to in paragraph 2 of the Account Notice, no Chargor may withdraw all or any monies from time to time standing to the credit of any Account except with the prior consent of the Security Agent.
- (c) The Security Agent shall not be entitled to give any notice referred to in paragraph 2 of the Account Notice, withdrawing its consent to the making of withdrawals by the Chargors in respect of the Accounts, unless and until an Acceleration Event or any of the circumstances described in Clause 3.4 (*Conversion of Floating Charge*) has arisen.

## **7.3 Insurance Policies and Assigned Agreements**

- (a) Each Chargor will:
  - (i) give notice to the other party to each Insurance Policy and Assigned Agreement that it has assigned or charged its right under the relevant policy or agreement to the Security Agent under this Debenture and:

- (A) in the case of a party who is a Chargor as at the date of this Debenture, such notice shall be delivered on the same date as this Debenture;
- (B) in the case of a Chargor that accedes to this Debenture under a Security Accession Deed, such notice shall be delivered within 10 Business Days of the date of the relevant Security Accession Deed; and
- (C) in the case of an Insurance Policy or Assigned Agreement entered into after the date of this Debenture (or, if relevant the Security Accession Deed), such notice shall be delivered within 10 Business Days of the date of the Insurance Policy or Assigned Agreement being entered into,

and such notice will be a Counterparty Notice, except in the case of the Insurance Policies where it will be an Insurance Notice. Each relevant Chargor will use reasonable endeavours to procure that the relevant counterparty or insurer signs and delivers to the Security Agent an acknowledgement substantially in the form of that set out in the schedule to the relevant notice within 10 Business Days of the execution of this Debenture (or, as the case may be, of the entering into of the relevant policy, agreement or Security Accession deed) provided that, if the relevant Chargor has used its reasonable endeavours and has still not been able to obtain such acknowledgment from the account bank any obligation to obtain an acknowledgment shall cease 20 Business Days following the date of service of the relevant Insurance Notice; and

- (ii) not make or agree to make any material amendments to the Insurance Policies or Assigned Agreements, waive any of its material rights under such policies or agreements or exercise any right to terminate any Insurance Policy or Assigned Agreement, except in the ordinary course of business or with the prior consent of the Security Agent.
- (b) The Security Agent shall not be entitled to give any notice referred to in paragraph 2 of the Counterparty Notice or paragraph 2 of the Insurance Notice, unless and until an Acceleration Event has occurred.

#### 7.4 The Land Registry

- (a) Each Chargor shall apply to the Land Registrar for a restriction to be entered on the Register of Title in relation to all real property situated in England and Wales and charged by way of legal mortgage under this Debenture (including any unregistered properties subject to compulsory first registration at the date of this Debenture) on the prescribed Land Registry form and in the following or substantially similar terms:
 

“No disposition of the registered estate by the proprietor of the registered estate is to be registered without a consent signed by the proprietor for the time being of the charge dated [ ● ] in favour of GLAS Trust Corporation Limited referred to in the charges register”.
- (b) Subject to the terms of the Debt Documents, the Finance Parties are under an obligation to make further advances to Chargors (which obligation is deemed to be incorporated into this Debenture) and this Security has been made for securing those further advances. Each Chargor shall apply to the Land Registrar on the prescribed Land Registry form for a notice to be entered on the Register of Title in relation to real property situated in England and Wales and charged by way of legal mortgage under this Debenture (including any unregistered properties subject to compulsory first

registration at the date of this Debenture) that there is an obligation to make further advances on the security of the registered charge.

- (c) If any Chargor fails to make the applications set out in Clauses 7.4(a) or (b) or if the Security Agent gives notice to any Chargor that it will make such applications on its behalf, each Chargor irrevocably consents to the Security Agent making such application on its behalf and shall promptly provide the Security Agent with all information and fees which the Security Agent may request in connection with such application.
- (d) In respect of any of the real property mortgaged or charged under this Debenture title to which is registered at the Land Registry, it is certified that the Security created by this Debenture does not contravene any of the provisions of the articles of association of any Chargor.

#### **7.5 Registration of Intellectual Property**

- (a) Subject to the Agreed Security Principles, each Chargor shall, promptly following the execution of this Debenture and at the Chargor's own expense, do all acts and things as the Security Agent may reasonably require to enable it to record its interest in the Intellectual Property belonging to that Chargor and in this context do all such acts and things and execute all such documents as is necessary or desirable to record the interests of the Secured Parties granted under this Debenture in any Intellectual Property registrations or applications belonging to that Chargor with the relevant national or supranational registry, office or other Intellectual Property authority.
- (b) The Security Agent may, at its own discretion, undertake the actions described in Clause 7.5(a) and to the extent the Security Agent undertakes such actions, each Chargor shall provide all reasonable assistance to the Security Agent in completing the registrations referred to therein.

#### **7.6 Equipment**

Promptly upon request by the Security Agent, exercisable only after an Acceleration Event, each Chargor shall (at its own expense) affix to a visible part of such pieces of Equipment as the Security Agent shall specify a plate, label, sign or memoranda in such form as the Security Agent shall reasonably require, drawing attention to the Security created by this Debenture.

#### **7.7 Notice to a Chargor**

This Debenture constitutes notice in writing to each member of the Group and any Finance Party of any charge or assignment of any obligation owed by that Chargor to any relevant member of the Group or Finance Party and contained in any Security Document and any such notice is deemed acknowledged.

### **8. UNDERTAKINGS**

#### **8.1 General**

Each Chargor undertakes to the Security Agent in the terms of this Clause 8 from the date of this Debenture and for so long as any of the Secured Obligations are outstanding.

#### **8.2 Real Property**

- (a) Each Chargor will notify the Security Agent if it intends to acquire any estate or interest in any freehold, leasehold or other real property and will in any event notify the Security

Agent promptly in writing of the actual acquisition by it of any such freehold, leasehold or other real property.

- (b) Each Chargor will permit the Security Agent and any person nominated by the Security Agent to enter into and upon any of Property at all reasonable times during business hours and on not less than 2 Business Days notice to view the state and condition of such property and will remedy any material defect or disrepair promptly after the Security Agent serves notice of such defect or disrepair.
- (c) No Chargor will grant any lease, tenancy, contractual licence or right to occupy in respect of the whole or any part of the Property or otherwise part with possession of the whole or any part of the Property (except as permitted by the Debt Documents).
- (d) Each Chargor will give immediate notice to the Security Agent if it receives any notice under section 146 of the Law of Property Act 1925 or any proceedings are commenced against it for the forfeiture of any lease comprised in any Property.

### 8.3 Voting and Distribution Rights

- (a) Prior to the occurrence of an Acceleration Event:
  - (i) each Chargor shall be entitled to receive and retain all dividends, distributions and other monies paid on or derived from its Shares and Investments; and
  - (ii) each Chargor shall be entitled to exercise all voting and other rights and powers attaching to its Shares and Investments provided that it shall not exercise any such voting rights or powers in a manner which would cause an Event of Default to occur.
- (b) At any time after the occurrence of an Acceleration Event, all voting rights in respect of the Shares and Investments shall be exercised by the Chargor as directed by the Security Agent (in order to preserve and/or realise the value of the security), unless the Security Agent has notified the Chargor in writing that it wishes to give up this right.
- (c) At any time after the occurrence of an Acceleration Event, each Chargor shall hold any dividends, distributions and other monies paid on or derived from the Shares and Investments on trust for the Secured Parties and pay the same to, or as directed by, the Security Agent for application in accordance with clause 17 (*Application of Proceeds*) of the Intercreditor Agreement.
- (d) If, at any time, any Shares or Investments are registered in the name of the Security Agent or its nominee, the Security Agent will not be under any duty to ensure that any dividends, distributions or other monies payable in respect of those Shares or 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 Shares or Investments.

#### **8.4 Persons with Significant Control regime**

- (a) In respect of any Shares which constitute Charged Property, the relevant Chargor incorporated in England and Wales shall promptly:
  - (i) notify the Security Agent of its intention to issue, or its receipt of, any warning notice or restrictions notice under Schedule 1B of the Companies Act 2006 and provide to the Security Agent a copy of any such warning notice or restrictions notice;
  - (ii) respond to that notice within the prescribed timeframe; and
  - (iii) provide to the Security Agent a copy of the response sent/received in respect of such notice.
- (b) For the purposes of withdrawing any restrictions notice or for any application to the court under Schedule 1B of the Companies Act 2006, the relevant Chargor shall (and shall ensure that the relevant members of the Group will) provide such assistance as the Security Agent may reasonably request in respect of any Shares which constitute Charged Property and provide the Security Agent with all information, documents and evidence that it may reasonably request in connection with the same.

### **9. SECURITY AGENT'S POWER TO REMEDY**

#### **9.1 Power to Remedy**

If any Chargor fails to comply with any obligation set out in Clause 7 (*Protection of Security*) or Clause 8 (*Undertakings*) and that failure is not remedied to the satisfaction of the Security Agent within 14 days of the Security Agent giving written notice to the relevant Chargor or the relevant Chargor becoming aware of the failure to comply, it will allow (and irrevocably authorises) the Security Agent or any person which the Security Agent nominates to take any action on behalf of that Chargor (and at the cost of that Chargor) which is necessary to ensure that those obligations are complied with.

### **10. CONTINUING SECURITY**

#### **10.1 Continuing Security**

The Security constituted by this Debenture shall be a continuing security notwithstanding any intermediate payment or settlement of all or any part of the Secured Obligations or any other act, matter or thing.

#### **10.2 Other Security**

The Security constituted by this Debenture is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other Security or other right which the Security Agent and/or any other Secured Party may now or after the date of this Debenture hold for any of the Secured Obligations, and this Security may be enforced against each Chargor without first having recourse to any other rights of the Security Agent or any other Secured Party.

### **11. ENFORCEMENT OF SECURITY**

#### **11.1 Enforcement Powers**

For the purpose of all rights and powers implied or granted by statute, the Secured Obligations are deemed to have fallen due on the date of this Debenture. The power of sale and other powers

conferred by section 101 of the Law of Property Act 1925 and all other enforcement powers conferred by this Debenture shall be immediately exercisable at any time after an Acceleration Event has occurred.

#### **11.2 Statutory Powers**

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 created under this Debenture, unless they are expressly or impliedly excluded. If there is ambiguity or conflict between the powers contained in those Acts and those contained in this Debenture, those contained in this Debenture shall prevail.

#### **11.3 Exercise of Powers**

All or any of the powers conferred upon mortgagees by the Law of Property Act 1925 as varied or extended by this Debenture, and all or any of the rights and powers conferred by this Debenture on a Receiver (whether expressly or impliedly), may be exercised by the Security Agent without further notice to any Chargor at any time after an Acceleration Event has occurred, irrespective of whether the Security Agent has taken possession or appointed a Receiver of the Charged Property.

#### **11.4 Disapplication of Statutory Restrictions**

The restriction on the consolidation of mortgages and on power of sale imposed by sections 93 and 103 respectively of the Law of Property Act 1925 shall not apply to the Security constituted by this Debenture.

#### **11.5 Appropriation under the Financial Collateral Regulations**

- (a) To the extent that any of the Charged Property constitutes “financial collateral” and this Debenture and the obligations of the Chargors hereunder constitute “security financial collateral arrangement” (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (as amended) (the “Regulations”)), the Security Agent shall have the right to appropriate all or any part of such financial collateral in or towards discharge of the Secured Obligations and may exercise that right to appropriate by giving notice to the relevant Chargors at any time after an Acceleration Event has occurred.
- (b) The Parties agree that the value of any such appropriated financial collateral shall be: (x) in the case of securities, the price at which such securities can be disposed of by the Security Agent; and (y) in the case of any other asset, the market value of such financial collateral as determined by the Security Agent, in each case, in a commercially reasonable manner (including by way of an independent valuation). The Parties agree that the methods of valuation provided for in this paragraph shall constitute commercially reasonable methods of valuation for the purposes of the Regulations.

#### **11.6 Powers of Leasing**

At any time after an Acceleration Event has occurred, the Security Agent may 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 it thinks fit, without the need to comply with any of the provisions of sections 99 and 100 of the Law of Property Act 1925.

### **11.7 Fixtures**

At any time after an Acceleration Event has occurred, the Security Agent may sever any fixtures from the property to which they are attached and sell them separately from that property.

### **11.8 Bank Accounts**

At any time after an Acceleration Event has occurred the Security Agent may and is hereby irrevocably and unconditionally authorised, without further enquiry and without either giving notice to the Chargor or the Parent or obtaining any consent, to apply the whole or part of all monies standing to the credit of the Accounts in or towards payment of the Secured Obligations in accordance with the Intercreditor Agreement.

## **12. RECEIVERS**

### **12.1 Appointment of Receiver**

- (a) Subject to paragraph (c) below, at any time after an Acceleration Event has occurred, or if so requested by the relevant Chargor, the Security Agent may by writing under hand signed by any officer or manager of the Security Agent, appoint any person (or persons) to be a Receiver of all or any part of the Charged Property.
- (b) Section 109(1) of the Law of Property Act 1925 shall not apply to this Debenture.
- (c) The Security Agent is not entitled to appoint a Receiver to the extent prohibited by section 72A of the Insolvency Act 1986. The Security Agent is also 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 Part A1 of the Insolvency Act 1986, other than in respect of a floating charge referred to in sub-section (4) of section A52 of Part A1 of the Insolvency Act 1986.

### **12.2 Powers of Receiver**

Each Receiver appointed under this Debenture shall have (subject to any limitations or restrictions which the Security Agent may incorporate in the deed or instrument appointing it) all the powers conferred from time to time on receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (each of which is deemed incorporated in this Debenture), so that the powers set out in schedule 1 to the Insolvency Act 1986 shall extend to every Receiver, whether or not an administrative receiver. In addition, notwithstanding any liquidation of the relevant Chargor, each Receiver shall have power to:

- (a) manage, develop, reconstruct, amalgamate or diversify any part of the business of the relevant Chargor;
- (b) enter into or cancel any contracts on any terms or conditions;
- (c) incur any liability on any terms, whether secured or unsecured, and whether to rank for payment in priority to this security or not;
- (d) let or lease or concur in letting or leasing, and vary the terms of, determine, surrender leases or tenancies of, or grant options and licences over, or otherwise deal with, all or any of the Charged Property, without being responsible for loss or damage;
- (e) establish subsidiaries to acquire interests in any of the Charged Property and/or arrange for those subsidiaries to trade or cease to trade and acquire any of the Charged Property on any terms and conditions;



- (f) make and effect all repairs, renewals and improvements to any of the Charged Property and maintain, renew, take out or increase insurances;
- (g) exercise all voting and other rights attaching to the Shares or Investments and stocks, shares and other securities owned by the relevant Chargor and comprised in the Charged Property, but only following a written notification from either the Receiver or the Security Agent to the relevant Chargor stating that the Security Agent shall exercise all voting rights in respect of the Shares or Investments and stocks, shares and other securities owned by the relevant Chargor and comprised in the Charged Property;
- (h) redeem any prior Security on or relating to the Charged Property and settle and pass the accounts of the person entitled to that prior Security, so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the relevant Chargor and the money so paid shall be deemed to be an expense properly incurred by the Receiver;
- (i) appoint and discharge officers and others for any of the purposes of this Debenture and/or to guard or protect the Charged Property upon terms as to remuneration or otherwise as he may think fit;
- (j) settle any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the relevant Chargor or relating to any of the Charged Property;
- (k) 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;
- (l) purchase or acquire any land or any interest in or right over land;
- (m) exercise on behalf of the relevant Chargor all the powers conferred on a landlord or a tenant by any legislation from time to time in force in any relevant jurisdiction relating to rents or agriculture in respect of any part of the Property; and
- (n) do all other acts and things (including signing and executing all documents and deeds) as the Receiver considers to be incidental or conducive to any of the matters or powers in this Clause 12.2, or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property, and use the name of the relevant Chargor for all such purposes,

and in each case may use the name of any Chargor and exercise the relevant power in any manner which he may think fit.

### **12.3 Receiver as Agent**

Each Receiver shall be the agent of the relevant Chargor, which shall be solely responsible for his acts or defaults, and for his remuneration and expenses, and be liable on any agreements or engagements made or entered into by him. The Security Agent will not be responsible for any misconduct, negligence or default of a Receiver.

### **12.4 Removal of Receiver**

The Security Agent may by notice remove from time to time any Receiver appointed by it (subject to the provisions of section 45 of the Insolvency Act 1986 in the case of an administrative receivership) and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated, for whatever reason.

## **12.5 Remuneration of Receiver**

The Security Agent may from time to time fix the remuneration of any Receiver appointed by it.

## **12.6 Several Receivers**

If at any time there is more than one Receiver, each Receiver may separately exercise all of the powers conferred by this Debenture (unless the document appointing such Receiver states otherwise).

## **13. APPLICATION OF PROCEEDS**

### **13.1 Order of Application**

All monies received or recovered by the Security Agent or any Receiver pursuant to this Debenture shall (subject to the claims of any person having prior rights thereto) be applied in the order and manner specified by the Intercreditor Agreement notwithstanding any purported appropriation by any Chargor.

### **13.2 Insurance Proceeds**

If an Acceleration Event has occurred, all monies received by virtue of any insurance maintained or effected in respect of the Charged Property shall be paid to the Security Agent (or, if not paid by the insurers directly to the Security Agent, shall be held on trust for the Security Agent) and shall, at the option of the Security Agent, be applied in replacing or reinstating the assets destroyed, damaged or lost (any deficiency being made good by the relevant Chargor) or (except in the case of leasehold premises) in reduction of the Secured Obligations.

### **13.3 Section 109 Law of Property Act 1925**

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

### **13.4 Application against Secured Obligations**

Subject to Clause 13.1 above, any monies or other value received or realised by the Security Agent from a Chargor or a Receiver under this Debenture may be applied by the Security Agent to any item of account or liability or transaction forming part of the Secured Obligations to which they may be applicable in any order or manner which the Security Agent may determine.

### **13.5 Suspense Account**

Until the Secured Obligations are paid in full, the Security Agent or the Receiver (as applicable) may place and keep (for such time as it shall determine) any money received, recovered or realised pursuant to this Debenture or on account of any Chargor's liability in respect of the Secured Obligations in a separate suspense account (to the credit of either the relevant Chargor or the Security Agent or the Receiver as the Security Agent or the Receiver shall think fit) and the Security Agent or the Receiver may retain the same for the period which it considers expedient without having any obligation to apply all or any part of that money in or towards discharge of the Secured Obligations.

## **14. PROTECTION OF SECURITY AGENT AND RECEIVER**

### **14.1 No Liability**

Neither the Security Agent nor any Receiver shall be liable in respect of any of the Charged Property or 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 caused by its or his gross negligence, wilful default or breach of any obligations under the Debt Documents.

### **14.2 Possession of Charged Property**

Without prejudice to Clause 14.1 above, if the Security Agent or the Receiver enters into possession of the Charged Property, it will not be liable to account as mortgagee in possession and may at any time at its discretion go out of such possession.

### **14.3 Primary liability of Chargor**

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

### **14.4 Waiver of defences**

Clause 20 (*Guarantee and Indemnity*) of the Senior Facilities Agreement will apply in relation to this Debenture as if incorporated in this Debenture, but on the basis that the obligations of each Guarantor arising under those clauses will be deemed to be substituted by the obligations of each Chargor under this Debenture.

### **14.5 Security Agent**

The provisions set out in Clause 19 (*The Security Agent*) of the Intercreditor Agreement shall govern the rights, duties and obligations of the Security Agent under this Debenture.

### **14.6 Delegation**

The Security Agent 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 it under this Debenture to any person or persons upon such terms and conditions (including the power to sub-delegate) as it may think fit. The Security Agent will not be liable or responsible to any Chargor or any other person for any losses arising from any act, default, omission or misconduct on the part of any Delegate.

### **14.7 Cumulative Powers**

The powers which this Debenture confers on the Security Agent, the other Secured Parties and any Receiver appointed under this Debenture are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the relevant person thinks appropriate. The Security Agent, 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. The respective powers of the Security Agent, the other

Secured Parties and the Receiver will in no circumstances be suspended, waived or otherwise prejudiced by anything other than an express consent or amendment.

## **15. POWER OF ATTORNEY**

- (a) Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any person nominated for the purpose by the Security Agent or any Receiver (in writing and signed by an officer of the Security Agent or Receiver) as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to execute, seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the terms of this Debenture, or which may be required or deemed proper in the exercise of any rights or powers conferred on the Security Agent or any Receiver under this Debenture or otherwise for any of the purposes of this Debenture, and each Chargor covenants with the Security Agent and each Receiver to ratify and confirm all such acts or things made, done or executed by that attorney.
- (b) The power of attorney referred to in paragraph (b) above may only be exercised following the occurrence of a an Acceleration Event or the failure by the relevant Chargor to perform a further assurance, registration or perfection obligation under or relating to this Debenture within 10 Business Days of written notice by the Security Agent.

## **16. PROTECTION FOR THIRD PARTIES**

### **16.1 No Obligation to Enquire**

No purchaser from, or other person dealing with, the Security Agent or any Receiver (or their agents) shall be obliged or concerned to enquire whether:

- (a) the right of the Security Agent or any Receiver to exercise any of the powers conferred by this Debenture has arisen or become exercisable or as to the propriety or validity of the exercise or purported exercise of any such power; or
- (b) any of the Secured Obligations remain outstanding and/or are due and payable or be concerned with notice to the contrary and the title and position of such a purchaser or other person shall not be impeachable by reference to any of those matters.

### **16.2 Receipt Conclusive**

The receipt of the Security Agent or any Receiver 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 monies paid to or by the direction of the Security Agent or any Receiver.

## **17. COSTS AND EXPENSES**

The provisions of clause 22 (*Costs and Expenses*) and clause 23 (*Other Indemnities*) of the Intercreditor Agreement shall, to the extent applicable to the Secured Parties and the Chargors, be deemed to be incorporated into this Debenture in full *mutatis mutandis*.

## **18. REINSTATEMENT AND RELEASE**

### **18.1 Amounts Avoided**

If any amount paid by a Chargor in respect of the Secured Obligations is capable of being avoided or set aside on the liquidation or administration of the relevant Chargor or otherwise, then for the purposes of this Debenture that amount shall not be considered to have been paid.

### **18.2 Discharge Conditional**

Any settlement or discharge between a Chargor and any Secured Party shall be conditional upon no security or payment to that Secured Party by that Chargor or any other person being avoided, set aside, ordered to be refunded or reduced by virtue of any provision or enactment relating to insolvency and accordingly (but without limiting the other rights of that Secured Party under this Debenture) that Secured Party shall be entitled to recover from that Chargor the value which that Secured Party has placed on that security or the amount of any such payment as if that settlement or discharge had not occurred.

### **18.3 Covenant to Release**

Once all the Secured Obligations have been irrevocably paid in full and none of the Security Agent nor any Secured Party has any actual or contingent liability to advance further monies to, or incur liability on behalf of, any Chargor, the Security Agent and each Secured Party shall, at the request and cost of each Chargor, execute any documents (or procure that its nominees execute any documents) or take any action which may be necessary to release the Charged Property from the Security constituted by this Debenture.

## **19. CURRENCY CLAUSES**

### **19.1 Conversion**

All monies received or held by the Security Agent or any Receiver under this Debenture may be converted into any other currency which the Security Agent considers necessary to cover the obligations and liabilities comprised in the Secured Obligations in that other currency at the Security Agent's spot rate of exchange then prevailing for purchasing that other currency with the existing currency.

### **19.2 No Discharge**

No payment to the Security Agent (whether under any judgment or court order or otherwise) shall discharge the obligation or liability of the relevant Chargor in respect of which it was made unless and until the Security Agent has received payment in full in the currency in which the obligation or liability is payable or, if the currency of payment is not specified, was incurred. To the extent that the amount of any such payment shall on actual conversion into that currency fall short of that obligation or liability expressed in that currency, the Security Agent shall have a further separate cause of action against the relevant Chargor and shall be entitled to enforce the Security constituted by this Debenture to recover the amount of the shortfall.

## **20. SET-OFF**

### **20.1 Set-off rights**

Following an Acceleration Event the Security Agent may set off any matured obligation due from a Chargor under the Debt Documents (to the extent beneficially owned by the Security Agent) against any matured obligation owed by the Security Agent to that Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are

in different currencies, the Security Agent may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

#### **20.2 Set-off by the Security Agent in its capacity as Account Bank**

- (a) Without prejudice to Clause 11.8 (*Bank Accounts*), the Security Agent may at any time after an Acceleration Event has occurred set-off its obligations to repay the monies standing to the credit of the Accounts against the liabilities of the relevant Chargor under this Debenture whether or not the relevant account is then held on time or other deposit terms such that it is not then due for repayment from the Security Agent to the relevant Chargor.
- (b) The Security Agent shall be under no obligation to repay all or any part of the monies standing to the credit of the Accounts until the Secured Obligations have been discharged in full.

#### **20.3 Different Currencies**

The Security Agent may exercise its rights under Clause 20.1 (*Set-off rights*) and Clause 20.2 (*Set-off by the Security Agent in its capacity as Account Bank*) notwithstanding that the amounts concerned may be expressed in different currencies and the Security Agent is authorised to effect any necessary conversions at a market rate of exchange selected by it.

#### **20.4 Unliquidated Claims**

If, at any time after notice demanding payment of any sum which is then due but unpaid in respect of the Secured Obligations has been given by the Security Agent to any Chargor, the relevant obligation or liability is unliquidated or unascertained, the Security Agent may set-off the amount which it estimates (in good faith) will be the final amount of that obligation or liability once it becomes liquidated or ascertained.

#### **20.5 No Set-off**

Each Chargor will pay all amounts payable under this Debenture without any set-off, counterclaim or deduction whatsoever unless required by law, in which event the relevant Chargor will pay an additional amount to ensure that the payment recipient receives the amount which would have been payable had no deduction been required to have been made.

### **21. RULING OFF**

If the Security Agent or any other Secured Party receives notice of any subsequent Security or other interest affecting any of the Charged Property (except as permitted by the Debt Documents) it may open a new account for the relevant Chargor in its books. If it does not do so then (unless it gives express notice to the contrary to the relevant Chargor), as from the time it receives that notice, all payments made by the relevant Chargor to it (in the absence of any express appropriation to the contrary) shall be treated as having been credited to a new account of the relevant Chargor and not as having been applied in reduction of the Secured Obligations.

### **22. REDEMPTION OF PRIOR CHARGES**

The Security Agent may, at any time after an Acceleration Event has occurred, redeem any prior Security on or relating to any of the Charged Property or procure the transfer of that Security to itself, and may settle and pass the accounts of any person entitled to that prior Security. Any account so settled and passed shall (subject to any manifest error) be conclusive and binding on each Chargor. Each Chargor will on demand pay to the Security Agent all principal monies and interest and all losses incidental to any such redemption or transfer.

## **23. NOTICES**

The provisions of clause 34 (*Notices*) of the Senior Facilities Agreement shall, to the extent applicable to the Secured Parties and the Chargors, be deemed to be incorporated into this Debenture in full *mutatis mutandis*.

## **24. CHANGES TO PARTIES**

### **24.1 Assignment by the Security Agent**

The Security Agent may at any time assign or otherwise transfer all or any part of its rights under this Debenture in accordance with the Debt Documents.

### **24.2 Changes to Parties**

Each Chargor authorises and agrees to changes to parties under Clause 29 (*Changes to the Lenders*) of the Senior Facilities Agreement and authorises the Security Agent to execute on its behalf any document required to effect the necessary transfer of rights or obligations contemplated by those provisions.

### **24.3 Subsidiaries**

Each of the Chargors will procure that any Subsidiary of it which is required to do so by the terms of the Senior Facilities Agreement executes a Security Accession Deed.

### **24.4 Consent of Chargors**

- (a) Each Chargor consents to Subsidiaries becoming Chargors as contemplated by Clause 24.3 above.
- (b) Each Chargor confirms that the execution of any Security Accession Deed by a Subsidiary will in no way prejudice or affect the Security granted by each of them under (and the covenants given by each of them in), the Debenture and that the Debenture shall remain in full force and effect as supplemented by any such Security Accession Deed.
- (c) Each Chargor further confirms that the execution of any other supplemental security document by a Chargor will in no way prejudice or affect the Security granted by each of them under (and the covenants given by each of them in), this Debenture and that this Debenture shall remain in full force and effect as supplemented by any such supplemental security document.

## **25. MISCELLANEOUS**

### **25.1 Certificates Conclusive**

A certificate or determination of the Security Agent as to any amount payable under this Debenture will be conclusive and binding on each Chargor, except in the case of manifest error.

### **25.2 Counterparts**

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

### 25.3 Invalidity of any Provision

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

### 25.4 Failure to Execute

Failure by one or more parties ("**Non-Signatories**") to execute this Debenture on the date hereof will not invalidate the provisions of this Debenture as between the other Parties who do execute this Debenture. Such Non-Signatories may execute this Debenture on a subsequent date and will thereupon become bound by its provisions.

## 26. GOVERNING LAW AND JURISDICTION

- (a) This Debenture and any non-contractual claims arising out of or in connection with it shall be governed by and construed in accordance with English law.
- (b) Subject to Clause 26(c) below, the Parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Debenture, whether contractual or non-contractual (including a dispute regarding the existence, validity or termination of this Debenture) (a "**Dispute**"). The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- (c) The Parties agree that, for the benefit of the Secured Parties only, nothing in this Debenture shall limit the right of the Secured Parties to bring any legal action against any of the Chargors in any other court of competent jurisdiction.

## 27. SERVICE OF PROCESS

Without prejudice to any other mode of service allowed under any relevant law, each of the Chargors not incorporated in England and Wales:

- (a) irrevocably appoints Travelex Issuerco Limited as its agent for service of process in relation to any proceedings before the English courts in connection with this Debenture; and
- (b) agrees that failure by the agent for service of process to notify the relevant Chargor of the process will not invalidate the proceedings concerned.

**IN WITNESS** whereof this Debenture has been duly executed as a deed and is delivered on the date first above written.



## **SCHEDULE 1**

### **THE CHARGORS**

<b><u>Name of Chargor</u></b>	<b><u>Registered Number</u></b>	<b><u>Jurisdiction of incorporation</u></b>
Travelex Topco Limited	131898	Jersey
Travelex Acquisitionco Limited	12757830	England & Wales
Travelex Issuerco Limited	12749698	England & Wales

## **SCHEDULE 2**

### **PROPERTIES**

#### **Registered Land**

<b>Chargor</b>	<b>County and District (or London Borough)</b>	<b>Address or description</b>	<b>Freehold or Leasehold</b>	<b>Title No.</b>
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None as at the date of this Debenture.

#### **Unregistered Land**

<b>Chargor</b>	<b>County and District (or London Borough)</b>	<b>Address or description</b>	<b>Freehold or Leasehold</b>
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None as at the date of this Debenture.

### SCHEDULE 3

#### SHARES AND INVESTMENTS

##### Shares

<b>Name of Chargor which holds the shares</b>	<b>Name of company issuing shares</b>	<b>Number and class of shares</b>
Travelex Topco Limited	Travelex Issuerco Limited	100 ordinary shares of £1.00
	Travelex Acquisitionco Limited	100 ordinary shares of £1.00

##### Investments

<b>Name of Chargor which holds the investments</b>	<b>Name of issuer</b>	<b>Number and description of investments</b>
--	-----------------------	--

None as at the date of this Debenture.

## **SCHEDULE 4**

### **INTELLECTUAL PROPERTY**

#### **Part 1**

#### **Patent and Patent Applications**

<b>Name of Chargor</b>	<b>Territory</b>	<b>Description</b>	<b>Patent No. / Application No.</b>	<b>Date of Registration/ Application</b>
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None as at the date of this Debenture.

#### **Part 2**

#### **Trade Marks and Trade Mark Applications**

<b>Name of Chargor</b>	<b>Territory</b>	<b>Trade Marks</b>	<b>Class No.</b>	<b>Application No.</b>	<b>Date of Application</b>	<b>Registration No.</b>	<b>Date of Registration</b>
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None as at the date of this Debenture.

**Part 3**  
**Registered Designs and Applications for Registered Designs**

<b>Name of Chargor</b>	<b>Territory</b>	<b>Design</b>	<b>Patent No. / Application No.</b>	<b>Date of Registration/ Application</b>
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None as at the date of this Debenture.

**Part 4**  
**Copyright Works and Unregistered Designs**

<b>Name of Chargor</b>	<b>Description</b>	<b>Date of Creation</b>	<b>Author</b>
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None as at the date of this Debenture.

**Part 5**  
**Other Intellectual Property of the Chargor**

None as at the date of this Debenture.

**Part 6**  
**Intellectual Property Licences**

<b>Name of Chargor</b>	<b>Description of Intellectual Property Licences</b>	<b>Licensor</b>	<b>Date of Licence</b>	<b>Duration of Licence</b>
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None as at the date of this Debenture.

**SCHEDULE 5**

**EQUIPMENT**

<b>Name of Chargor</b>	<b>Description of Equipment</b>
None as at the date of this Debenture.	



## SCHEDULE 6

### BANK ACCOUNTS

<b>Name of Chargor</b>	<b>Name and address of institution at which account is held</b>	<b>Account Number</b>	<b>Sort Code/IBAN</b>
Travelex Acquisitionco Limited	Barclays Bank PLC	REDACTED	REDACTED
Travelex Issuerco Limited	Barclays Bank PLC	REDACTED	REDACTED

## SCHEDULE 7

### INSURANCE POLICIES

Name of Chargor		Insurer	Policy Number	Type of Risk Insured
Travelex Limited	Topco	Zurich Insurance Plc (100%)	7113904	Material Damage / Business Interruption
Travelex Acquisitionco Limited		Brit Syndicate Limited via AJG Vehicle E (Complex Risks)	C0057220	Global Sabotage and Terrorism
Travelex Limited	Issuerco	Zurich Insurance Plc (100%)	118033	Travel
(in each case)		American International Group UK Limited (100%)	-	Special Contingency
		Zurich Insurance Plc (100%)	AJ911371	Motor Fleet (UK)
		Zurich Insurance Plc (45%)	FI3078120	Professional and Managerial Liability (including Civil Liability & Crime)
		Allied World Assurance Company (Europe) Limited (AWAC) (45%)		
		MIF (10%)		
		Brit syndicates (50%)	2987 FI0396419	Cyber Liability
		Tarian (50%)		
		Underwriters at Lloyd's	SS0018220	Cash & Travellers Cheques on Premises and in Transit
		Underwriters at Lloyd's	SS018320	Excess Cash & Travellers Cheques on Premises and in Transit

## SCHEDULE 8

### FORMS OF NOTICES

#### Part 1

#### Form of Counterparty Notice

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

Dated: [ ● ]

Dear Sirs

Re: [*here identify the relevant Assigned Agreement*] (the “Agreement”)

We notify you that, [*insert name of Chargor*] (the “Chargor”) has [charged in favour of]/[assigned to] [*insert name of Security Agent*] (the “Security Agent”) for the benefit of itself and certain other banks and financial institutions (the “Secured Parties”) all its right, title and interest in the Agreement as security for certain obligations owed by the Chargor to the Secured Parties by way of a debenture dated [ ● ].

We further notify you that:

1. the Chargor will remain liable under the Agreement to perform all the obligations assumed by it under the Agreement. None of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Agreement;
2. (a) you may continue to deal with the Chargor in relation to the Agreement, (b) the Chargor will remain entitled to exercise all of its rights, powers, remedies and discretions under the Agreement, and (c) you should continue to give notices and make payments under the Agreement to the Chargor, until you receive written notice to the contrary from the Security Agent. Thereafter the Chargor will cease to have any right to deal with you in relation to the Agreement and therefore from that time you should deal only with the Security Agent;
3. you are authorised to disclose information in relation to the Agreement to the Security Agent on request;
4. after receipt of written notice in accordance with paragraph 2 above, you must pay all monies to which the Chargor is entitled under the Agreement direct to the Security Agent (and not to the Chargor) unless the Security Agent otherwise agrees in writing; and
5. the provisions of this notice may only be revoked with the written consent of the Security Agent.

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

- (a) you agree to the terms set out in this notice and to act in accordance with its provisions;
- (b) you have not received notice that the Chargor has assigned its rights under the agreement to a third party or created any other interest (whether by way of security or otherwise) in the agreement in favour of a third party; and
- (c) you have not claimed or exercised, nor do you have any outstanding right to claim or exercise against the Chargor any right of set-off, counter-claim or other right relating to the Agreement.

The provisions of this notice are governed by English law.

Yours faithfully

.....

for and on behalf of  
[insert name of Chargor]

[On acknowledgement copy]

To: [insert name and address of Security Agent]

Copy to: [insert name and address of Chargor]

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

.....

for and on behalf of  
[insert name of Counterparty]

Dated:

**Part 2**  
**Form of Insurance Notice**

To: [insert name and address of insurance company]

Dated: [ ● ]

Dear Sirs

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

We notify you that, [insert name of Chargor] (the “Chargor”) has assigned to [insert name of Security Agent] (the “Security Agent”) for the benefit of itself and certain other banks and financial institutions (the “Secured Parties”) all its right, title and interest in [its proceeds and claims under] the Policies as security for certain obligations owed by the Chargor to the Secured Parties by way of a debenture dated [ ● ].

We further notify you that:

1. the Chargor will remain liable under the Policies to perform all the obligations assumed by it under the Policies. None of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Policies;
2. (a) you may continue to deal with the Chargor in relation to the Policies, (b) the Chargor will remain entitled to exercise all of its rights, powers, remedies and discretions under the Policies, and (c) you should continue to give notices and make payments under the Policies to the Chargor [(unless, and to the extent, otherwise expressly provided for in the Policies or in any letter you may have issued to the Security Agent in respect of the Policies)], until you receive written notice to the contrary from the Security Agent. Thereafter the Chargor will cease to have any right to deal with you in relation to the Policies and therefore from that time you should deal only with the Security Agent;
3. you are authorised to disclose information in relation to the Policies to the Security Agent on request; and
4. the provisions of this notice may only be revoked with the written consent of the Security Agent.

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

- (a) you agree to act in accordance with the provisions of this notice;
- (b) [after receipt of written notice in accordance with paragraph 2 above], you will pay all monies to which the Chargor is entitled under the Policies direct to the Security Agent (and not to the Chargor) unless the Security Agent otherwise agrees in writing;
- (c) you will not cancel or otherwise allow the Policies to lapse without giving the Security Agent not less than 14 days written notice;
- (d) you have not received notice that the Chargor has assigned its rights under the Policies to a third party or created any other interest (whether by way of security or otherwise) in the Policies in favour of a third party; and

- (e) you have not claimed or exercised nor do you have any outstanding right to claim or exercise against the Chargor, any right of set-off, counter-claim or other right relating to the Policies.

The provisions of this notice are governed by English law.

Yours faithfully

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

[On acknowledgement copy]

To: [insert name and address of Security Agent]

Copy to: [insert name and address of Chargor]

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

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

Dated: [ ● ]

**Part 3**  
**Form of Account Notice**

To: [insert name and address of Account Bank] (the “Account Bank”)

Dated: [ ● ]

Dear Sirs

Re: The [ ● ] Group of Companies – Security over Bank Accounts

We notify you that [insert name of Chargor] (the “Chargor”) and certain other companies identified in the schedule to this notice (together the “Customers”) charged to [insert name of Security Agent] (the “Security Agent”) for the benefit of itself and certain other banks and financial institutions all their right, title and interest in and to the monies from time to time standing to the credit of the accounts identified in the schedule to this notice and to any other accounts from time to time maintained with you by the Customers (the “Charged Accounts”) and to all interest (if any) accruing on the Charged Accounts by way of a debenture dated.

1. We irrevocably authorise and instruct you:
  - (a) to hold all monies from time to time standing to the credit of the Charged Accounts to the order of the Security Agent and to pay all or any part of those monies to the Security Agent (or as it may direct) promptly following receipt of written instructions from the Security Agent to that effect; and
  - (b) to disclose to the Security Agent any information relating to the Customers and the Charged Accounts which the Security Agent may from time to time request you to provide.
2. We also advise you that:
  - (a) [the Customers may not withdraw any monies from the Charged Accounts designated as “Blocked” in the schedule below without first having obtained the prior written consent of the Security Agent;]
  - (b) by counter-signing this notice the Security Agent confirms that the Customers may make withdrawals from the Charged Accounts designated as “Not blocked” in the schedule below until such time as the Security Agent shall notify you (with a copy to the Chargor) in writing that their permission is withdrawn. That permission may be withdrawn or modified by the Security Agent in its absolute discretion at any time; and
  - (c) the provisions of this notice may only be revoked or varied with the prior written consent of the Security Agent.
3. Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Chargor) by way of your confirmation that:
  - (a) you agree to act in accordance with the provisions of this notice;
  - (b) you have not received notice that any Customer has assigned its rights to the monies standing to the credit of the Charged Accounts or otherwise granted any security or other interest over those monies in favour of any third party;

- (c) you will not 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 Charged Accounts, except for the netting of credit and debit balances pursuant to current account netting arrangements previously approved in writing by the Security Agent; and
- (d) you have not claimed or exercised, nor do you have outstanding any right to claim or exercise against the Chargor, any right of set-off, counter-claim or other right relating to the Charged Accounts.

The provisions of this notice are governed by English law.

#### Schedule

Customer	Account Number	Sort Code	Status
[ ● ]	[ ● ]	[ ● ]	[Blocked][Not blocked]



Yours faithfully,

.....  
for and on behalf of  
*[Insert name of Chargor]*  
as agent for and on behalf of  
all of the Customers

Counter-signed by

.....  
for and on behalf of  
*[Insert name of Security Agent]*

*[On acknowledgement copy]*

To: *[Insert name and address of Security Agent]*

Copy to: *[Insert name of Chargor]* (on behalf of all the Customers)

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

.....  
for and on behalf of  
*[Insert name of Account Bank]*

Dated: [ ● ]

## SCHEDULE 9

### FORM OF SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on [ ● ]

BETWEEN:

- (1) [[ ● ] Limited, a company incorporated [in England and Wales] with registered number [ ● ] (the “Parent”);]
- (2) [ ● ] Limited, a company incorporated in England and Wales with registered number [ ● ] (the “New Chargor”); and
- (3) [ ● ] as security trustee for itself and the other Secured Parties (the “Security Agent”).

RECITAL:

This Deed is supplemental to a debenture dated [ ● ] between, amongst others, the Parent, the Chargors named therein and the Security Agent, as previously supplemented by earlier Security Accession Deeds (if any) (the “Debenture”), save for any amendments set out herein.

NOW THIS DEED WITNESSES as follows:

#### 1. INTERPRETATION

##### 1.1 Definitions

Terms defined in the Debenture shall have the same meaning when used in this Deed.

##### 1.2 Construction

Clauses 1.2 (*Construction*) to 1.5 (*Miscellaneous*) of the Debenture will be deemed to be set out in full in this Deed, but as if references in those clauses to the “Debenture” and other similar expressions were references to this Deed.

#### 2. ACCESSION OF NEW CHARGOR

##### 2.1 Accession

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

##### 2.2 Covenant to pay

The New Chargor as [primary obligor] covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay the Secured Obligations in the manner provided for in the Debt Documents when they fall due for payment pursuant to and in accordance with the Debt Documents.

## 2.3 Specific Security

- (a) The New Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest:
- (i) by way of first legal mortgage all Property now belonging to or vested in it (including any property specified in Schedule 2 (*Properties*)); and
  - (ii) by way of first fixed charge:
    - (A) all other interests (not charged under Clause 2.3(a)) in any Property and the benefit of all other agreements relating to land;
    - (B) all of its rights, title and interest in all its Intellectual Property;
    - (C) all of its rights, title and interest in the Equipment;
    - (D) all the Investments, Shares and all corresponding Related Rights;
    - (E) all Trading Receivables and all rights and claims against third parties and against any security in respect of those Trading Receivables;
    - (F) all Other Debts and all rights and claims against third parties against any security in respect of those Other Debts;
    - (G) all monies from time to time standing to the credit of the Accounts (including any interest and other sums accruing thereon), together with all of its rights, title and interest in, and benefits and proceeds deriving from or arising in connection with, the Accounts;
    - (H) its goodwill and uncalled capital; and
    - (I) if not effectively assigned by Clause 2.4 (*Security Assignment*), all its rights and interests in (and proceeds and claims under) the Insurance Policies and the Assigned Agreements,

and includes, in respect of each of the above charged assets, (as appropriate), the benefit of all licences, consents and agreements held by the New Chargor in connection with the use of the asset, any monies or income paid or payable in respect of the asset, any proceeds of the sale of the asset and any other property, rights or claims relating to, accruing to or deriving from the asset

## 2.4 Security Assignment

As further security for the payment of the Secured Obligations, the New Chargor assigns absolutely with full title guarantee to the Security Agent all its rights, title and interest in:

- (a) the [proceeds and claims under the] Insurance Policies; and
- (b) the Assigned Agreements,

(subject in each case to reassignment by the Security Agent to the New Chargor of all such rights, title and interest upon payment or discharge in full of the Secured Obligations).

## 2.5 Floating charge

- (a) As further security for the payment of the Secured Obligations, the New Chargor charges with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its present and future assets, undertakings and rights.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this Deed.

## 2.6 Property Restricting Charging

For the avoidance of doubt and without prejudice to the generality of Clause 2.1 (Accession), Clause 3.5 (Property Restricting Charging) of the Debenture shall be deemed to be incorporated in this Deed and apply with respect to the Security granted by any New Chargor under Clause 2.3 (Specific Security) or 2.3 (Security Assignment) as if references to "Chargor" were references to "New Chargor" and any further modifications as the context may require.

## 3. NEGATIVE PLEDGE

The New Chargor may not:

- (a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property under this Deed;
- (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of Charged Property under this Deed (other than in respect of assets charged under Clause 2.5(a) (*Floating Charge*) on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so,

except as permitted by the Debt Documents or with the prior consent of the Security Agent.

## 4. CONSTRUCTION OF DEBENTURE

- (a) The Debenture shall remain in full force and effect as supplemented by this Deed.
- (b) The Debenture and this Deed shall be read together as one instrument on the basis that references in the Debenture to "this Deed" or "this Debenture" and other similar expressions will be deemed to be references to the Debenture as supplemented by this Deed.

## 5. [DESIGNATION AS A FINANCE DOCUMENT

This Deed is designated as a Finance Document and a Debt Document.]

## 6. [FAILURE TO EXECUTE

Failure by one or more parties ("Non-Signatories") to execute this Deed on the date hereof 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 on a subsequent date and will thereupon become bound by its provisions.]

## 7. NOTICES

The New Chargor confirms that its address details for notices in relation to Clause 23 (*Notices*) of the Debenture are as follows:

Address: [ ● ]

Facsimile: [ ● ]

Attention: [ ● ]

**8. GOVERNING LAW**

This Deed (and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this Deed or its formation) and obligations of the Parties hereto and any matter, claim or dispute arising out of or in connection with this Deed (including any non-contractual claims arising out of or in association with it) shall be governed by and construed in accordance with English law.

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

## SIGNATORIES TO DEED OF ACCESSION

### THE NEW CHARGOR

**EXECUTED as a DEED by**  
[*Name of New Chargor*] acting by:

[ ● ] as Director: \_\_\_\_\_

Witness: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

### Notice Details

Address: [ ● ]

Facsimile: [ ● ]

Attention: [ ● ]

### [THE PARENT

**EXECUTED as a DEED by**  
[*Name of Parent*] acting by:

[ ● ] as Director: \_\_\_\_\_

Witness: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

### Notice Details

Address: [ ● ]

Facsimile: [ ● ]

Attention: [ ● ]

**THE SECURITY AGENT**

**EXECUTED as a DEED by**

*[Name of Security Agent]* acting by:

[ ● ] as Authorised Signatory: \_\_\_\_\_

**Notice Details**

Address: [ ● ]

Facsimile: [ ● ]

Attention: [ ● ]

Email: [ ● ]

**SCHEDULES TO DEED OF ACCESSION**

**SCHEDULE 1**

**PROPERTIES**

**[ ● ]**

**SCHEDULE 2**

**SHARES AND INVESTMENTS**

**[ ● ]**

**SCHEDULE 3**

**INTELLECTUAL PROPERTY**

**[ ● ]**

**SCHEDULE 4**

**EQUIPMENT**

**[ ● ]**

**SCHEDULE 5**

**BANK ACCOUNTS**

**[ ● ]**

**SCHEDULE 6**

**INSURANCE POLICIES**

**[ ● ]**



SIGNATORIES TO DEBENTURE

THE PARENT

EXECUTED as a DEED by  
TRAVELEX TOPCO LIMITED  
acting by:

Signature of director:

DocuSigned by:  
REDACTED  
7341F6A02A68443...

Neil Townson

Name of director:

Witness:

DocuSigned by:  
REDACTED  
6488BC79159A43E...

Susan Townson

Name:

Address:

REDACTED

Occupation:

Housewife

THE CHARGORS

EXECUTED as a DEED by  
TRAVELEX TOPCO LIMITED  
acting by:

Signature of director:

Name of director:

Witness:

Name:

Address:

Occupation:

DocuSigned by:  
REDACTED  
7341F6A02A68443...

Neil Townson

DocuSigned by:  
REDACTED  
6486BC79169A43E...  
Susan Townson

REDACTED

Housewife

**EXECUTED as a DEED by**  
**TRAVELEX ACQUISITIONCO LIMITED**  
acting by:

Signature of director:

DocuSigned by:  
**REDACTED**  
7341F6A02A68443...  
\_\_\_\_\_  
**Neil Townson**

Name of director:

Witness:

DocuSigned by:  
**REDACTED**  
6488BC79155A43E...  
\_\_\_\_\_  
**Susan Townson**

Name:

Address:

**REDACTED** \_\_\_\_\_

Occupation:

\_\_\_\_\_  
**Housewife**

**EXECUTED as a DEED by  
TRAVELEX ISSUERCO LIMITED**  
acting by:

Signature of director:

DocuSigned by:  
**REDACTED**  
7341F6A02A68443...

Name of director:

**Neil Townson**

Witness:

DocuSigned by:  
**REDACTED**  
0488BC79155A43E...

Name:

**Susan Townson**

Address:

**REDACTED**

Occupation:

**Housewife**

**THE SECURITY AGENT**

**EXECUTED as a DEED by**  
**GLAS TRUST CORPORATION LIMITED**  
acting by:

**REDACTED**

Authorised Signatory:

Name:

PAUL CATTERMOLE  
AUTHORISED SIGNATORY

Witness:

REDACTED

Name:

WENDY BRIGHT

Address:

REDACTED

Occupation:

OFFICE MANAGER