

# LL MR01

## Particulars of a charge created by a Limited Liability Partnership (LLP)



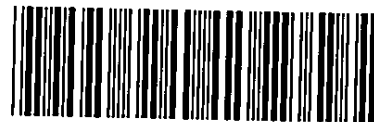
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☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there  
instrument Use form LL MRC

FRIDAY



\*S37JQUCZ\*  
SCT 09/05/2014 #583  
COMPANIES HOUSE

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

☒ You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record

1

### LLP details

LLP number O C 3 5 3 5 8 8

LLP name in full CURO QUEEN STREET LLP ✓

For official use

→ **Filing in this form**  
Please complete in typescript or in  
bold black capitals  
All fields are mandatory unless  
specified or indicated by \*

2

### Charge creation date

Charge creation date 2 2 0 4 2 0 1 4 ✓

3

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

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

Name COLBY CAPITAL II S A R L ✓

Name

Name

Name

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

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

# LL MR01

Particulars of a charge created by a Limited Liability Partnership (LLP)

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## Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

### Continuation page

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

Description

5

## Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

## Floating charge

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

☐ Yes Continue

☒ No Go to Section 7

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

☐ Yes

7

## Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

# LL MR01

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## Trustee statement ①

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

☐

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

9

## Signature

Please sign the form here

Signature

Signature

X

PARTNER FOR PINSCOT MASONRY LLP

X

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

# LL MR01

Particulars of a charge created by a Limited Liability Partnership (LLP)



## Presenter information

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

Contact name Rachel Coleman

LLP name Pinsent Masons LLP

Address Princes Exchange

1 Earl Grey Street

Post town Edinburgh

County/Region

Postcode E H 3 9 A Q

Country

DX DX ED 723301 EDINBURGH 43

Telephone 0131 777 7000



## Certificate

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



## Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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



## Important information

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



## How to pay

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

Make cheques or postal orders payable to 'Companies House'



## Where to send

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

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

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

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



## Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



DX -

FILE COPY

## CERTIFICATE OF THE REGISTRATION OF A CHARGE

LLP number: OC353588

Charge code: OC35 3588 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd April 2014 and created by CURO QUEEN STREET LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by the Limited Liability Partnerships (Application of Companies Act 2006) Regulations 2009 on 9th May 2014.

Given at Companies House, Cardiff on 14th May 2014



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

EXECUTION VERSION

CASH COLLATERAL ACCOUNT SECURITY

by

CURO QUEEN STREET LLP

in favour of

COLBY CAPITAL II S.A R.L.

We certify that, save for material  
redacted pursuant to s 859G of the  
Companies Act 2006, this copy instrument is a  
correct copy of the original instrument

*James E. Bell*  
SOLICITOR for PINSENT MASONS LLP  
9/5/14



Pinsent Masons

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SCHEDULE

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## **CASH COLLATERAL ACCOUNT SECURITY by**

- (1) **CURO QUEEN STREET LLP**, a limited liability partnership incorporated in England and Wales (Registered Number OC353588) (the "**Guarantor**")

in favour of

- (2) **COLBY CAPITAL II S.A.R.L.**, a private limited liability company (société à responsabilité limitée) established and existing under Luxembourg law, having its registered address at 65, Boulevard Grande-Duchesse Charlotte, L-1331 Luxembourg, Grand-Duchy of Luxembourg, which is registered with the RCS Luxembourg under number B 174282 (the "**Lender**")

## **1 DEFINITIONS AND INTERPRETATION**

### **1.1 Definitions**

In this Security unless the context requires otherwise

"**Accounts**" means the Guarantor's bank accounts specified in Part 1 of the Schedule,

"**Account Bank**" means Barclays Bank PLC,

"**Facility Agreement**" means the £7,450,000 single currency term facility agreement dated on or around the date of this Security entered into among Curo Charlotte House LLP, the Guarantor and the Lender as amended, supplemented, novated, extended or restated from time to time,

"**Funds**" means all sums which are now or may at any time hereafter be deposited in or otherwise standing to the credit of the Accounts, whether comprising principal or interest accrued or accruing,

"**Schedule**" means the Schedule in two Parts annexed as relative to this Security,

"**Secured Obligations**" means all or any monies, liabilities and obligations, whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, cautioner, surety or otherwise, which are now or may at any time hereafter (whether before or at any time after demand) be or become due in any manner by the Guarantor to the Lender under the Facility Agreement and the other Finance Documents, and all or any monies, liabilities and obligations due by the Guarantor under this Security,

"**this Security**" means these presents (including the Schedule) as amended, supplemented, novated, extended or restated from time to time

### **1.2 Facility Agreement definitions**

In this Security, unless the context requires otherwise terms defined in clause 1.1 (*Definitions*) of the Facility Agreement shall have the same meaning in this Security,

### **1.3 Interpretation**

The provisions of clauses 1.2 and 1.3 of the Facility Agreement shall apply *mutatis mutandis* to this Security as if set out in full herein

#### **1 4 Headings**

The table of contents and the headings in this Security are included for convenience only and shall be ignored in construing this Security

#### **1 5 Conflict**

If there is any conflict between the provisions of this Security and the provisions of the Facility Agreement, the provisions of the Facility Agreement shall prevail

### **2 SECURITY**

#### **2 1 Payment**

The Guarantor undertakes to the Lender that it will pay and discharge the Secured Obligations in accordance with the Facility Agreement and the other Finance Documents

#### **2 2 Security**

In security for the payment and discharge of the Secured Obligations the Guarantor hereby pledges and assigns the Accounts and the Funds (and its whole right, title and interest, past, present and future therein) to the Lender and irrevocably authorises it to hold them as cash cover and collateral, specifically appropriated for that purpose, on the terms and conditions specified in this Security

#### **2 3 Intimation**

Immediately after the execution of this Security, the Guarantor shall intimate its terms to the Account Bank, and procure its acknowledgement, in (or as near as may be) the form set out in Part 2 of the Schedule

#### **2 4 Prohibition of other securities etc**

Unless the Lender otherwise agrees in writing, the Guarantor shall not assign or create or permit any form of security or lien to arise over or otherwise deal with the Funds or any part thereof or make withdrawals from or receive the Funds or any part thereof until the Secured Obligations have been fully and unconditionally paid or discharged

### **3 PROTECTION OF SECURITY**

#### **3 1 Continuing security**

This Security shall be a continuing security notwithstanding any intermediate payment or satisfaction of the Secured Obligations and shall remain in force until the Secured Obligations have been fully and unconditionally settled and discharged

#### **3 2 No prejudice**

This Security shall be in addition to and shall not in any way prejudice or be prejudiced by any other security, right or remedy which the Lender may now or at any time hereafter hold for all or any part of the Secured Obligations

#### **3 3 No waiver**

Failure or delay on the part of the Lender in exercising any right, power or discretion under or pursuant to this Security shall not operate as a waiver thereof, nor will any single or partial exercise of any such right, power or discretion preclude any other or further exercise thereof. The rights, powers and discretions contained in this Security are in addition to and

not substitution for any right of set-off, compensation, retention, combination of accounts, lien or other right or remedy provided by law

**3 4 Severability**

The provisions of this Security shall be severable and distinct from one another and if at any time one or more of such provisions is or becomes or is declared void, invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Security shall not in any way be affected or impaired thereby

**3 5 Non impairment**

The Guarantor agrees that none of its obligations or the Lender's rights, powers and discretions under this Security shall be reduced, discharged or otherwise adversely affected by

- (a) any variation, extension, discharge, compromise, dealing with, exchange or renewal of any security or any right or remedy which the Lender may have now or in the future from or against the Guarantor or any other person in respect of any of the Secured Obligations, or
- (b) any failure, act or omission by the Lender or any other person in taking up, perfecting or enforcing any security or guarantee from or against the Guarantor or any other person in respect of the Secured Obligations, or
- (c) any increase in or waiver or discharge of any of the Secured Obligations or any termination, amendment, variation, supplement, restatement, novation or replacement of the Finance Documents, or
- (d) any grant of time, indulgence, waiver or concession to the Guarantor or any other person, or
- (e) any of the administration, receivership, liquidation, winding-up, insolvency, bankruptcy, incapacity, limitation, disability, discharge by operation of law or any change in the constitution, name or style of the Guarantor or any other person, or
- (f) any invalidity, illegality, unenforceability, irregularity or frustration of any of the Secured Obligations, or
- (g) any renumbering of the Accounts or their being transferred to another branch or department of the Account Bank, or
- (h) anything done or omitted by the Lender or any other person which but for this provision might operate to exonerate or discharge or otherwise reduce or extinguish the liability of the Guarantor under this Security

**3 6 Further assurance**

The Guarantor shall promptly after being requested to do so by the Lender do all such acts and things and execute and deliver all such documents, as the Lender may require for perfecting or protecting the security created by or pursuant to this Security in respect of the Funds and the Accounts or its priority or for facilitating the realisation or application of the Funds and the exercise of the rights, powers and discretions conferred on the Lender under this Security

**3 7 New accounts**

At any time after the Lender has received or is deemed to be affected by notice (whether actual or constructive) of the creation of any subsequent security charge or encumbrance

over or affecting any part of the Secured Assets or the proceeds of realisation, the Lender may open a new account or accounts with the Guarantor. If the Lender does not open a new account or accounts it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received such notice and as from that time all payments made to the Lender shall be credited or be treated as having been credited to the new account or accounts and shall not operate to reduce the amount covered by this Security.

#### **4 POWER OF ATTORNEY**

##### **4.1 Appointment**

The Guarantor hereby irrevocably appoints the Lender as its attorney on its behalf and in its name or otherwise, at such times and in such a manner as the attorney may think fit:

- (a) to do anything which the Guarantor is obliged to do (but has not done) under this Security including, without limitation, to execute further securities, transfers or assignments of and other instruments relating to, the Funds and/or the Accounts, and
- (b) generally to exercise all or any of the rights, powers and discretions conferred on the Lender in relation to the Funds and/or the Accounts under this Security.

##### **4.2 Ratification**

The Guarantor hereby ratifies and confirms and agrees to ratify and confirm whatever its attorney may do or purport to do in the exercise or purported exercise of the power of attorney given by the Guarantor under this Clause.

##### **4.3 Exercise of power**

The appointment effected under Clause 4.1 shall take effect immediately, but the powers conferred shall only become exercisable upon the occurrence of an Event of Default which is continuing or if the Guarantor does not fulfil any of its obligations under Clause 3.6 (*Further assurance*) within 3 Business Days of notice from the Lender to do so.

#### **5 REPRESENTATIONS AND WARRANTIES**

The Guarantor represents and warrants to the Lender that:

- (a) it is duly incorporated and validly existing under the law of England and Wales,
- (b) it has the power to grant this Security and perform its obligations hereunder,
- (c) it has taken all necessary corporate action to authorise the execution and delivery of this Security and the performance of its obligations hereunder,
- (d) the grant of this Security and the performance of its obligations hereunder will not contravene any law, regulation or agreement to which the Guarantor is a party or by which it is bound, or cause any limitation on any of the powers of the Guarantor however imposed, or the right or ability of the directors to exercise any of such powers, to be exceeded,
- (e) all authorisations required for the creation, performance, validity and enforceability of this Security by the Guarantor have been obtained and are in full force and effect,
- (f) it has not granted or agreed to grant or permit any other assignment or form of security, lien, charge or encumbrance over the Accounts or the Funds.

## **6 ENFORCEMENT**

### **6.1 Powers**

At any time after the occurrence of an Event of Default which is continuing, the Lender shall be entitled, without notice to the Guarantor, either in its own name or in the name of the Guarantor or otherwise and in such manner and upon such terms and conditions as it thinks fit, to realise and/or deal with the Accounts and the Funds as follows

- (a) to withdraw and/or appropriate or apply the Funds in whole or part in or towards payment or satisfaction of the Secured Obligations,
- (b) to instruct or permit the Account Bank to combine or consolidate any or all of the Accounts together, or with any other account(s) of the Guarantor with the Account Bank,
- (c) to instruct or permit the Account Bank to set off or apply the Funds in or towards payment or satisfaction of the Secured Obligations, and
- (d) generally, without prejudice to the other provisions of this Clause, to exercise all the rights powers and discretions in respect of the Accounts and the Funds it would be entitled to exercise if it were the absolute owner of the Accounts and the Funds, and to do all acts and things it may consider necessary or expedient for the realisation of the Funds and their appropriation or application in or towards payment or satisfaction of the Secured Obligations, or as may be incidental to the exercise of any of the rights, powers and discretions conferred on Lender under this Security

### **6.2 Application of proceeds**

All monies realised or otherwise arising from the enforcement of this Security shall (subject to Clause 6.3 (*Monies on Suspense Account*)) be applied by the Lender in the following order

- (a) in or towards payment or satisfaction of all costs and expenses incurred by the Lender under or in connection with this Security,
- (b) in or towards payment or satisfaction of the remaining Secured Obligations in such order as the Lender shall in its absolute discretion decide, and
- (c) in payment of any surplus to the Guarantor or any other person entitled thereto

### **6.3 Monies on suspense account**

Nothing in this Security shall limit the right of the Lender (and the Guarantor acknowledges that the Lender is so entitled) if and for so long as the Lender in its discretion shall consider it appropriate, to place all or any monies arising from the enforcement of this Security into a suspense account or accounts (which may be with the Lender), without any obligation to apply the same or any part thereof in or toward the discharge of the Secured Obligations

### **6.4 Balance**

The rights powers and discretions conferred on the Lender under this Clause are subject only to its obligation to account to the Guarantor for any balance of the Funds remaining in its hands after the Secured Obligations have been fully and unconditionally paid or satisfied

## **7 DISCHARGE**

### **7.1 Discharge**

When the Lender confirms in writing to the Guarantor that the Secured Obligations have been fully and unconditionally paid or satisfied the Lender shall at the Guarantor's request, and at its expense, discharge this Security. Any payment, realisation or appropriation in respect of the Secured Obligations which in the reasonable opinion of the Lender is liable to be avoided or otherwise invalidated or adjusted by law, including any enactment or rule of law relating to insolvency, shall not be regarded as having been irrevocably effected until the expiry of the period during which it may be challenged on any such ground.

### **7.2 Avoidance of payments**

The Lender's right to recover the Secured Obligations in full shall not be affected or prejudiced by any payment, realisation or appropriation which is avoided or otherwise invalidated or adjusted by law, including any enactment or rule of law relating to insolvency, or by any release or discharge given by the Lender on the faith of any such payment, realisation or appropriation.

### **7.3 Retention of Security**

If any payment, realisation or appropriation in respect of the Secured Obligations is, in the Lender's reasonable opinion, liable to be avoided or otherwise invalidated or adjusted by law, including any enactment or rule of law relating to insolvency, the Lender shall be entitled to retain this Security undischarged until the expiry of the period during which it may be challenged on any such ground.

## **8 LIABILITY OF LENDER OR DELEGATE**

### **8.1 Delegation**

The Lender may delegate any right, power or authority exercisable by it under this Security to such person, on such terms and conditions (including power to sub-delegate) and in such manner as it thinks fit, but such delegation shall not preclude the Lender from itself exercising any such right, power or authority.

### **8.2 Liability**

The Lender or any delegate shall not in any circumstances be liable to the Guarantor or any other person for any losses, damages, liabilities or expenses arising from or in connection with the application or enforcement of this Security or any realisation, appropriation or application of the Funds or from any act, default or omission of the Lender or delegate or his/her or its officers, employees or agents in relation to the Funds or the Accounts or otherwise in connection with this Security, except to the extent caused by the wilful neglect or default of the Lender or delegate or his/her or its officers, employees or agents.

## **9 MISCELLANEOUS**

### **9.1 Non compliance by Guarantor**

If the Guarantor fails to make any payment or fulfil any obligation due by it under or pursuant to this Security, the Lender shall be entitled to do so on its behalf and in its name (or in its own name as it considers expedient) and/or to take such action to remedy or mitigate the consequences of such failure as it considers expedient, and the amount of any such payment and/or the costs incurred in fulfilling such obligation or mitigating the consequences of such failure, shall be repayable by the Guarantor on demand, together with interest at the Default Rate and shall constitute Secured Obligations.

9 2 **Facility Agreement provisions**

The provisions of clauses 16 (*Costs and Expenses*), 29 (*Payment Mechanics*), 31 (*Notices*) and 35 (*Amendments and Waivers*) of the Facility Agreement shall apply *mutatis mutandis* to this Security as if set out in full herein

9 3 **Assignment**

9 3 1 The Lender may at any time (without notice or consent) assign the benefit of this Security or any of its rights or obligations hereunder in accordance with the Facility Agreement

9 3 2 The Guarantor may not assign, transfer or otherwise deal with the benefit or burden of this Security or any of its rights or obligations hereunder

9 4 **Certificate**

A certificate signed by any authorised signatory on behalf of the Lender shall, save in the case of manifest error, conclusively constitute the amount of the Secured Obligations at the relevant time for all purposes of this Security

9 5 **Entire agreement**

This Security constitutes the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of this Security

9 6 **Non-reliance**

Each of the parties acknowledges and agrees that in entering into this Security it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) of any person (whether a party to this Security or not) other than as expressly set out in this Security and the Facility Agreement

10 **GOVERNING LAW**

This Security shall be governed by and construed in accordance with the law of Scotland and in so far as not already subject thereto the parties irrevocably submit to the non-exclusive jurisdiction of the Scottish Courts

**IN WITNESS WHEREOF** these presents consisting of this and the 6 preceding pages and the Schedule are executed as follows

SUBSCRIBED for and on behalf of  
**CURO QUEEN STREET LLP**  
at LONDON  
on the 22 day  
of APRIL 2014

[Redacted Signature]

DAVID CRIGG

Designated Member

Full Name

before this witness

[Redacted Signature]

Witness

SAMSON SOAL HOUSE

Full Name

BRICKLAW TOWER TOWER

Address

1875

1876

## **SCHEDULE**

**This is the Schedule referred to in the foregoing Cash Collateral Account Security by Curo Queen Street LLP in favour of Colby Capital S.à.r.l.**

### **Part 1**

#### **The Accounts**

<b>Name of Account</b>	<b>Number of Account</b>	<b>Bank, Branch and sort code where Account held</b>
[REDACTED]	[REDACTED]	[REDACTED] [REDACTED]

**Part 2**

**Form of Intimation and Acknowledgement**

**[On letterhead of the Guarantor]**

To [Name of Account Bank]  
[Branch]  
[Address]  
Attention [ ]

Date [ ]

Dear Sirs

**Account Numbers. [specify]**

We hereby give notice that by a Cash Collateral Account Security by us in favour of Colby Capital S à r l (the "Lender") dated [ ] (the "Security") we have pledged and assigned the above numbered accounts and all sums now or at any time hereafter standing to their credit, to the Lender, in security of the Secured Obligations defined in the Security. A copy of the Security is annexed to this notice.

Please confirm that you have not received notice of any other assignation or security charge or encumbrance in respect of the said accounts and sums and that all claims or rights of set off, counterclaim, deduction, lien or combination of accounts, in respect of the said accounts and sums are excluded.

Please acknowledge receipt of this notice of intimation by signing and returning the enclosed duplicate.

Yours faithfully

For and on behalf of Euro Queen Street LLP

[Redacted Signature]

Designated Member

Karin CRIGNON

Full Name

[On duplicate]

To Curo Queen Street LLP  
[Address]  
[Attention]

Date [ ]

Dear Sirs

We [Account Bank] plc of [address], acknowledge receipt of the notice of intimation of which this is a duplicate

We confirm that we have not received notice of any other assignation or security charge or encumbrance in respect of the said accounts and sums and that all claims or rights of set off, counterclaim, deduction, lien, retention or combination of accounts in respect of the said accounts and sums are excluded

Yours faithfully

For and on behalf of [Account Bank] plc

Authorised Signatory

Full Name



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