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\*insert full name  
of Company

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

142517/52

# 395

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

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

Company number

3111

04841153

Name of company

\* FINANCIAL PROCESSING UK LTD (the "Borrower")

Date of creation of the charge

13 August 2008

Description of the instrument (if any) creating or evidencing the charge (note 2)

DEBENTURE (the "Deed")

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of the Borrower to the Lender on any account whatsoever, including but not limited to under or pursuant to any Finance Document (and including all monies covenanted to be paid under the Deed), provided that no obligation or liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, the Deed (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985 ("Secured Obligations")

Names and addresses of the mortgagees or persons entitled to the charge

BARCLAYS BANK PLC (the "Lender") of 1 Churchill Place, London

Postcode E14 5HP

Presenter's name address and  
reference (if any)

Stuart Parnaby  
DLA Piper UK LLP  
3 Noble Street  
London  
EC2V 7EE

86677 120779 20570504

Time critical reference

For official Use (02/06)

Mortgage Section

Post room

FRIDAY



A31

\*AQUF22HU\*

22/08/2008

144

COMPANIES HOUSE

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# 1 GRANT OF SECURITY

## 1.1 Nature of security

All Security Interests and dispositions created or made by or pursuant to the Deed are created or made

- (a) in favour of the Lender,
- (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and
- (c) as continuing security for payment of the Secured Obligations

## 1.2 Qualifying floating charge

Paragraph 14 of schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986)

continued on Addendum 4/4

Particulars as to commission allowance or discount (note 3)

N/A

Signed

DLA Piper UK LLP

Date

21 August 2008

On behalf of ~~XXXXXXXX~~ [mortgagee/chargee] †

*A fee is payable  
to Companies  
House in  
respect of each  
register entry  
for a mortgage  
or charge  
(See Note 5)*

## Notes

† delete as  
appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,
 for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ.

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\*insert full name  
of Company

\* FINANCIAL PROCESSING UK LTD (the "Borrower")

## Addendum 1/4

1 Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

## Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

## NOTE

## IN THIS FORM:

## DEFINITIONS

**"Account Bank"** means Barclays Bank PLC of 13 Bournemouth Road, Poole, Dorset, BH14 0EQ or such other bank with which any Security Account is maintained from time to time,

**"Affiliate"** means a Subsidiary or a Holding Company of a person or any other Subsidiary of that Holding Company,

**"Approved Customer Loan Agreement"** means a Customer Loan Agreement that is in a form that has been approved by the Lender,

**"Approved Customer Guarantee"** means a Customer Guarantee that is in a form that has been approved by the Lender,

**"Approved Procedures"** means those procedures relating to the inception and documentation of Customer Loans and Customer Guarantees that have been approved from time to time by the Lender;

**"Arrears"** means those Receivables which are overdue for payment by 30 days or more at the date such calculation is made,

**"Assigned Assets"** means the Security Assets expressed to be assigned pursuant to clause 4.2 of the Deed (*Security assignments*),

**"Bad Debts"** means those Receivables which are overdue for payment by 90 days or more at the date such calculation is made,

**"Charged Investments"** means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities,

**"Charged Securities"** means

- (a) the securities specified in part 2 of the schedule below (*Details of Security Assets*), and
- (b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "*investments*" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at 13 August 2008) as at 13 August 2008 or in future owned (legally or beneficially) by the Borrower, held by a nominee on its behalf or in which the Borrower has an interest at any time,

**"Collections Account"** means an account held with the Account Bank with sort code 20-68-79 and account number 70413399,

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**"Customer"** means any person or persons to whom the Borrower makes a Customer Loan,

**"Customer Guarantee"** means, in respect of any Customer Loan granted to a Customer, a guarantee and indemnity (subject to English law) granted by a Customer Guarantor in favour of the Borrower in respect of the obligations of that Customer to the Borrower,

**"Customer Guarantor"** means, in respect of any Customer, the person or persons who have granted a Customer Guarantee in favour of the Borrower,

**"Customer Loan"** means any loan which is made by the Borrower to a Customer and which has been guaranteed by a Customer Guarantor,

**"Customer Loan Agreement"** means an agreement (subject to English law) between a Customer and the Borrower, documenting a Customer Loan,

**"Debenture"** means a debenture entered into by the Borrower in favour of the Lender dated 4 September 2007,

**"Deposit Account"** means an account held with the the Account Bank with sort code 20-68-79 and account number 30946850,

**"Eligibility Criteria"** means the policies and lending and underwriting criteria set out in the Lending Criteria, but in any event to ensure, without limitation, that Eligible Receivables do not include

- (a) Receivables payable by persons resident outside England, Wales, Scotland and Northern Ireland,
- (b) Receivables in respect of Customer Loans where
  - (i) the Customer Loan Agreement is not an Approved Customer Loan Agreement and/or has not been signed by each of the Borrower (in its capacity as lender) and the relevant Customer (in its capacity as borrower), and/or
  - (ii) the Customer Loan Agreement has not been dated, and/or
  - (iii) the cancellation period included in the Customer Loan Agreement has not expired,
  - (iv) the Approved Procedures have not been followed for entering into either or both of the Customer Loan Agreement or the Customer Guarantee, and/or
  - (v) there is no Customer Guarantee, or there is a Customer Guarantee that is not an Approved Customer Guarantee, or the Customer Guarantee has not been duly executed by a Customer Guarantor,
- (c) Receivables outstanding other than under a Customer Loan Agreement, and
- (d) any other types of receivable specified by the Lender from time to time,

**"Eligible Receivables"** means all Receivables which comply with the Eligibility Criteria except Arrears and Bad Debts,

**"Event of Default"** means an event specified as such in the Facilities Agreement,

**"Existing Guarantee and Debenture"** means the guarantee and debenture dated 24 November 2006 and granted by the Borrower and Post Net in favour of the Lender,

**"Facilities Agreement"** means the facilities agreement dated 4 September 2007 and made between (1) the Borrower and (2)

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\* FINANCIAL PROCESSING UK LTD (the "Borrower")

the Lender, as amended, restated, extended, novated, supplemented and/or replaced from time to time, including as amended by facility amendment agreement dated 13 August 2008, pursuant to which the Lender agreed to make certain facilities available to the Borrower,

**"Finance Documents"** means, together

- (a) the Facilities Agreement,
- (b) each Security Document,
- (c) the Servicing Agreement,
- (d) the Origination Agreement,
- (e) each Hedging Agreement, and
- (f) any other document designated as such by the Lender and the Borrower,

and each a **"Finance Document"**,

**"Guarantee and Debenture"** means the guarantee and debenture dated 4 September 2007 and granted by Post Net in favour of the Lender,

**"Hedging Agreement"** means any master agreement, confirmation, schedule or other agreement entered into at any time by the Borrower and the Lender or any Affiliate of the Lender, for the purposes of hedging interest rate liabilities or other risks under any Finance Document,

**"Holding Company"** means a holding company within the meaning of section 736 of the Companies Act 1985,

**"Insurances"** means all policies of insurance (and all cover notes) which are at any time held by or written in favour of the Borrower or in which the Borrower from time to time has an interest (including, without limitation, the policies of insurance (if any) specified in part 5 of the schedule below (*Details of Security Assets*)),

**"Intellectual Property"** means all present and future legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of the Borrower in, or relating to, registered and unregistered trade marks and service marks, patents, registered designs, utility models, applications for any of the foregoing, trade names, copyrights, design rights, unregistered designs, inventions, confidential information, know-how, registrable business names, database rights, domain names and any other rights of every kind deriving from or through the exploitation of any of the foregoing (including, without limitation, the intellectual property rights (if any) specified in part 3 of the schedule below (*Details of Security Assets*)),

**"Lending Criteria"** means the policies, lending and underwriting criteria and standard form documents delivered to the Lender under part 1 of schedule 1 of the Facilities Agreement (*Conditions precedent documents*), as amended in accordance with the Facilities Agreement from time to time,

**"Obligors"** means, together, the Borrower, Post Net (in its various capacities under the Finance Documents) and the Parent, and each an **"Obligor"**,

**"Origination Agreement"** means the agreement dated 4 September 2007 between the Borrower and the Originator, pursuant to which, inter alia, the Originator agrees to originate Customer Loans for and on behalf of the Borrower,

**"Originator"** means Post Net in its capacity as originator under the Origination Agreement,

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**"Parent"** means Richmond Group Limited, a company incorporated under the laws of England & Wales with company number 05230353 having its registered office at Walton House, 56-58 Richmond Hill, Bournemouth, Dorset BH2 6EX,

**"Planning Acts"** means (a) the Town and Country Planning Act 1990, (b) the Planning (Listed Buildings and Conservation Areas) Act 1990, (c) the Planning (Hazardous Substances) Act 1990, (d) the Planning (Consequential Provisions) Act 1990, (e) the Planning and Compensation Act 1991, (f) any regulations made pursuant to any of the foregoing and (g) any other legislation of a similar nature,

**"Post Net"** means Post Net Ltd, a company incorporated under the laws of England & Wales with company number 03400885 having its registered office at Walton House, 56-58 Richmond Hill, Bournemouth, Dorset BH2 6EX,

**"Property"** means all estates and interests in freehold, leasehold and other immovable property (wherever situated) as at 13 August 2008 or in future belonging to the Borrower or in which the Borrower has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in part 1 of the schedule below (*Details of Security Assets*)), together with

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon,
- (b) all easements, rights and agreements in respect thereof, and
- (c) the benefit of all covenants given in respect thereof,

**"Qualified Receivables"** means Receivables that would qualify as Eligible Receivables except that

- (a) they are in Arrears, and/or
- (b) the Customer Loan Agreement is not an Approved Customer Loan Agreement, and/or
- (c) the Customer Guarantee is not an Approved Customer Guarantee, and/or
- (d) the Customer Loan Agreement or the Customer Guarantee has not been entered into using Approved Procedures,

**"Receivables"** means all present and future book debts and other debts, rentals, royalties, fees, value added tax and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, the Borrower (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with

- (a) the benefit of all rights, guarantees, Security Interests and remedies relating to any of the foregoing (including without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights), and
- (b) all proceeds of any of the foregoing,

**"Receiver"** means any receiver, receiver and manager or administrative receiver appointed by the Lender under the Deed,

**"Related Rights"** means, in relation to any Charged Security

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition,
- (b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

**"Relevant Contract"** means each agreement specified in part 4 of the schedule below (*Details of Security Assets*) together

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\* FINANCIAL PROCESSING UK LTD (the "Borrower")

with each other agreement supplementing or amending or novating or replacing the same,

**"Security"** means the Security Interests created by or pursuant to the Deed,

**"Security Account"** has the meaning given to that term in clause 11 6(a)(ii) of the Deed, being

- (a) the Collections Account or such other specially designated account(s) with the Lender as the Lender may from time to time direct, or
- (b) such other account(s) with such other bank as the Lender may from time to time direct,

in each case together with all additions to or renewals or replacements thereof (in whatever currency),

**"Security Assets"** means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Deed, and

**"Security Assignment"** means an assignment by the Borrower to the Lender of the benefit of Customer Loans, Customer Loan Agreements and Customer Guarantees in the form set out in schedule 6 to the Deed,

**"Security Documents"** means, together

- (a) the Debenture,
- (b) each Security Assignment,
- (c) the Guarantee and Debenture,
- (d) the Share Charge,
- (e) the Existing Guarantee and Debenture,
- (f) the Subordination Deed; and
- (g) any other document from time to time evidencing or creating security over any asset of the Borrower (or over any asset of any guarantor of the Borrower's obligations) to secure any obligation of the Borrower (or such guarantor) to the Lender,

and each a **"Security Document"**,

**"Security Interest"** means any mortgage, pledge, lien, charge, assignment, hypothecation, security interest, title retention, preferential right or trust arrangement, or any other agreement or arrangement having a similar effect,

**"Security Period"** means the period beginning on 13 August 2008 and ending on the date on which

- (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, and
- (b) the Lender has no further commitment, obligation or liability under or pursuant to the Finance Documents

**"Servicer"** means Post Net in its capacity as servicer under the Servicing Agreement,

**"Servicing Agreement"** means the agreement 4 September 2007 between the Borrower, the Servicer and the Lender, pursuant to which, inter alia, the Servicer agrees to carry out various day-to-day servicing functions in respect of the Customer Loans,

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**"Share Charge"** means the share charge dated 4 September 2007 and granted by the Parent in favour of the Lender,

**"Subordinated Creditor"** means Post Net in its capacity as subordinated creditor under the Subordination Deed,

**"Subordination Deed"** means the deed dated 4 September 2007 between the Lender, the Subordinated Creditor, the Obligors and the Borrower, pursuant to which, inter alia, the Subordinated Creditor agrees to postpone, in favour of the Lender, amounts owing to it from time to time by the Borrower,

**"Subsidiary"** means

- (a) a subsidiary within the meaning of section 736 of the Companies Act 1985 or any equivalent legislation in any other relevant jurisdiction, and
- (b) unless the context otherwise requires, a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985

## Addendum 3/4

## 3 Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

## Addendum 4/4

## 4 Short particulars of all the property mortgaged or charged (continued)

## 2. FIXED SECURITY

## 2.1 Fixed charges

The Borrower charged and agreed to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by the Borrower, or in which it from time to time has an interest

- (a) by way of first legal mortgage
  - (i) the Property (if any) specified in part 1 of the schedule below (*Details of Security Assets*), and
  - (ii) all other Property (if any) at 13 August 2008 vested in, or charged to, the Borrower (not charged by clause 4 1(a)(i) of the Deed),
- (b) by way of first fixed charge
  - (i) all other Property and all interests in Property (not charged by clause 4 1(a) of the Deed),
  - (ii) all licences to enter upon or use land and the benefit of all other agreements relating to land, and
  - (iii) the proceeds of sale of all Property,
- (c) by way of first fixed charge all plant and machinery (not charged by clauses 4 1(a) or 4 1(b) of the Deed) and the benefit of all contracts, licences and warranties relating to the same,
- (d) by way of first fixed charge



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- (i) all computers, vehicles, office equipment and other equipment (not charged by clause 4 1(c) of the Deed), and
- (ii) the benefit of all contracts, licences and warranties relating to the same,

(e) by way of first fixed charge

- (i) the Charged Securities referred to in part 2 of the schedule below (*Details of Security Assets*),
- (ii) all other Charged Securities (not charged by clause 4 1(e)(i) of the Deed),

in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which the Borrower may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments,

(f) by way of first fixed charge

- (i) the Collections Account and all monies at any time standing to the credit of the Collections Account,
- (ii) the Deposit Account and all monies at any time standing to the credit of the Deposit Account,
- (iii) the Security Accounts and all monies at any time standing to the credit of the Security Accounts (in each case not effectively charged under clause 4 1(f)(i) or clause 4 1(f)(ii) of the Deed), and
- (iv) all accounts with any bank, financial institution or other person not charged by clause 4 1(f)(i), clause 4 1(f)(ii) or clause 4 1(f)(iii) of the Deed and all monies at any time standing to the credit of such accounts,

in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing,

(g) by way of first fixed charge

- (i) the Intellectual Property (if any) specified in part 3 of the schedule below (*Details of Security Assets*), and
- (ii) all other Intellectual Property (if any) (not charged by clause 4 1(g)(i) of the Deed),

(h) to the extent that any Assigned Asset is not effectively assigned under clause 4 2 of the Deed (*Security assignments*), by way of first fixed charge such Assigned Asset,

(i) by way of first fixed charge (to the extent not otherwise charged or assigned in the Deed)

- (i) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of the Borrower or the use of any of its assets, and
- (ii) any letter of credit issued in favour of the Borrower and all bills of exchange and other negotiable instruments held by it, and

(j) by way of first fixed charge all of the goodwill and uncalled capital of the Borrower

## 2.2 Security assignments

The Borrower assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all its present and future right, title and interest in and to

- (a) the Eligible Receivables,
- (b) the Qualified Receivables,
- (c) each Customer Loan Agreement,
- (d) each Customer Guarantee,
- (e) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising

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therefrom,

- (f) the Insurances, all claims under the Insurances and all proceeds of the Insurances, and
- (g) all other Receivables (not assigned under clauses 4 2(a) to 4 2(f) of the Deed inclusive)

To the extent that any Assigned Asset described in clause 4 2(f) of the Deed is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Borrower to any proceeds of the Insurances

### 3. FLOATING CHARGE

The Borrower charged and agreed to charge by way of first floating charge all of its present and future

- (a) assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 4 1 of the Deed (*Fixed charges*), clause 4 2 of the Deed (*Security assignments*) or any other provision of the Deed, and
- (b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland

### 4. CONVERSION OF FLOATING CHARGE

#### 4 1 Conversion by notice

The Lender may, by written notice to the Borrower, convert the floating charge created under the Deed into a fixed charge as regards all or any of the assets of the Borrower specified in the notice if

- (a) an Event of Default has occurred and is continuing, or
- (b) the Lender (acting reasonably) considers any Security Assets (whether or not those specified in the notice) to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy

#### 4 2 Small companies

The floating charge created under the Deed by the Borrower shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of the Borrower

#### 4 3 Automatic conversion

The floating charge created under the Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge

- (a) in relation to any Security Asset which is subject to a floating charge if
  - (i) the Borrower creates (or attempts or purports to create) any Security Interest (other than a Security Interest which is permitted by the Facilities Agreement) on or over the relevant Security Asset without the prior written consent of the Lender, or
  - (ii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset, and
- (b) over all Security Assets which are subject to a floating charge if an administrator is appointed in respect of the Borrower or the Lender receives notice of intention to appoint such an administrator

#### 4 4 Partial conversion

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The giving of a notice by the Lender pursuant to clause 6.1 of the Deed (*Conversion by notice*) in relation to any class of assets of the Borrower shall not be construed as a waiver or abandonment of the rights of the Lender to serve similar notices in respect of any other class of assets or of any other right of the Lender

## 5. CONTINUING SECURITY

### 5.1 Continuing security

The Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. The Deed shall remain in full force and effect as a continuing security for the duration of the Security Period.

### 5.2 Additional and separate security

The Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security Interest which the Lender may at any time hold for any Secured Obligation.

### 5.3 Right to enforce

The Deed may be enforced against the Borrower without the Lender first having recourse to any other right, remedy, guarantee or Security Interest held by or available to it.

## 6. LIABILITY OF THE BORROWER RELATING TO SECURITY ASSETS

Notwithstanding anything contained in the Deed or implied to the contrary, the Borrower remains liable to observe and perform all conditions and obligations assumed by it in relation to the Security Assets. The Lender is under no obligation to perform or fulfil any such condition or obligation or to make any payment in respect of such condition or obligation.

## 7. UNDERTAKINGS BY THE BORROWER

### 7.1 Restrictions on dealing

The Borrower shall not do or agree to do any of the following without the prior written consent of the Lender:

- (a) create or permit to subsist any Security Interest on any Security Asset except a Security Interest which is permitted by the Facilities Agreement,
- (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not) the whole or any part of its interest in any Security Asset except a disposal which is permitted by the Facilities Agreement.

### 7.2 Security Assets generally

The Borrower shall

- (a) not, except with the prior written consent of the Lender, enter into any onerous or restrictive obligation affecting any Security Asset,
- (b) not do, cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any Security Asset (or make any omission which has such an effect).

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\* FINANCIAL PROCESSING UK LTD (the "Borrower")

## 7.3 Property matters

- (a) The Borrower shall not sever, unfix or remove any of such plant, machinery, fixtures, fittings or other effects except for the purposes of effecting any necessary repairs or of replacing the same with new or improved models
- (b) The Borrower shall not, except with the prior written consent of the Lender or as expressly permitted under the Facilities Agreement, confer on any person
- (i) any lease or tenancy of any of the Property or accept a surrender of any lease or tenancy (whether independently or under any statutory power),
- (ii) any right or licence to occupy any land or buildings forming part of the Property, or
- (iii) any licence to assign or sub-let any part of the Property
- (c) The Borrower shall not carry out any development within the meaning of the Planning Acts in or upon any part of the Property without first obtaining such permissions as may be required under or by virtue of the Planning Acts and, in the case of development involving a substantial change in the structure of, or a change of use of, any part of the Property, without first obtaining the written consent of the Lender
- (d) The Borrower shall not do, or permit to be done, anything as a result of which any lease may be liable to forfeiture or otherwise be determined

## 7.4 Dealings with and realisation of Receivables and operation of Security Accounts

- (a) The Borrower shall
- (i) without prejudice to clause 11.1 of the Deed (*Restrictions on dealing*) (but in addition to the restrictions in that clause), not, without the prior written consent of the Lender, sell, assign, charge, factor or discount or in any other manner deal with any Receivable,
- (ii) Other than daily cash sweeps between the Collections Account and the Deposit Account (which shall, in any event, be at the sole discretion of the Lender), the Borrower shall not withdraw, attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in any Security Account or the Deposit Account without the prior written consent of the Lender and the Lender shall be entitled (in its absolute discretion) to refuse to permit any such withdrawal or transfer

## 7.5 Relevant Contracts

The Borrower shall not, except with the prior written consent of the Lender, amend or waive any term of any Relevant Contract, terminate any Relevant Contract or release any other party from its obligations under any Relevant Contract

## 8. FURTHER ASSURANCES

## 8.1 Further action

The Borrower shall, at its own expense, promptly take whatever action the Lender or a Receiver may require for

- (a) creating, perfecting or protecting the Security Interests intended to be created by the Deed, and
- (b) facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable by the Lender or any Receiver or any of its or his delegates or sub-delegates in respect of any Security Asset,

including the execution of any Security Assignment, or any transfer, conveyance, assignment or assurance of any property whether to the

Name of company

\*insert full name  
of Company

\* FINANCIAL PROCESSING UK LTD (the "Borrower")

Lender or to its nominees, the giving of any notice, order or direction and the making of any registration, which, in any such case, the Lender may think expedient

## 8.2 Specific security

Without prejudice to the generality of clause 20.1 of the Deed (*Further action*), the Borrower shall forthwith at the request of the Lender execute a legal mortgage, charge, assignment, assignation or other security over any Security Asset which is subject to or intended to be subject to any fixed security created by the Deed in favour of the Lender (including any arising or intended to arise pursuant to clause 6 of the Deed (*Conversion of floating charge*)) in such form as the Lender may require

## 9. POWER OF ATTORNEY

The Borrower, by way of security, irrevocably and severally appointed the Lender, each Receiver and any of its or his delegates or sub-delegates to be its attorney to take any action which the Borrower is obliged to take under the Deed, including under clause 20 of the Deed (*Further assurances*). The Borrower agreed to ratify and confirm whatever any attorney does or purports to do pursuant to its appointment under clause 21 of the Deed

## 10. POWER TO APPOINT RECEIVER

The Deed contains a power for the Lender to appoint a receiver, receiver and manager, administrative receiver or administrator

## SCHEDULE

## Details of Security Assets

## Part 1 - Property

Registered land			
Address	Administrative Area		Title number
None initially			
Unregistered land			
Address	Document describing the Property		
	Date	Document	Parties
None initially			

## Part 2 - Charged Securities

Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
None initially			

Company number

04841153

Name of company

\*insert full name  
of Company

\* FINANCIAL PROCESSING UK LTD (the "Borrower")

**Part 3 - Intellectual Property**

No specific intellectual property initially

**Part 4 - Relevant Contracts**

Date of Relevant Contract	Parties	Details of Relevant Contract
4 September 2007	(1) The Borrower (2) Post Net Limited (3) The Lender	Servicing Agreement
4 September 2007	(1) The Borrower (2) Post Net Limited (3) The Lender	Origination Agreement

**Part 5 - Insurances**

Insurer	Insured risks	Policy number
	No specific insurances initially	



**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

**Pursuant to section 401(2) of the Companies Act 1985**

**COMPANY NO. 4841153  
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 13 AUGUST  
2008 AND CREATED BY FINANCIAL PROCESSING UK LTD FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO BARCLAYS BANK PLC UNDER THE TERMS OF  
THE AFOREMENTIONED INSTRUMENT CREATING OR  
EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO  
CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 22  
AUGUST 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 AUGUST 2008



*Companies House*  
— for the record —

PS



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES