

MG01

Particulars of a mortgage or charge

290640/78



A fee is payable with this form.

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

☐ **What this form is NOT for**
You cannot use this form to
register particulars of a charge for
company. To do this, please
use form MG01s

TUESDAY



L12NC6MA

LD2

14/02/2012

#49

COMPANIES HOUSE

1 Company details

Company number 0 4 8 4 1 1 5 3

Company name in full Financial Processing UK Ltd (the "Chargor")

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

All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation 1 3 / 0 2 / 2 0 1 2

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description Debenture (the "Deed").

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured 4 10
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 each present or future
member of the Group (including, without limitation,
the Chargor) to The Royal Bank of Scotland PLC
("Security Trustee") and/or the other Secured
Parties (or any of them) under or pursuant to any
Finance Document (including all monies covenanted
to be paid under the Deed) (the "Secured
Obligations")

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

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge		Continuation page Please use a continuation page if you need to enter more details
Name	The Royal Bank of Scotland PLC		
Address	Syndicated Loans Agency, 135 Bishopsgate, Level 5, London		
Postcode	E C 2 M 3 U R		
Name			
Address			
Postcode			

6 Short particulars of all the property mortgaged or charged

	Please give the short particulars of the property mortgaged or charged		Continuation page Please use a continuation page if you need to enter more details
Short particulars	Please see continuation pages		

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

N/A

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X DLA Piper UK LLP

X

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

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Kimberly Loh

Company name DLA Piper UK LLP

Address 3 Noble Street

Post town London

County/Region

Postcode E C 2 V 7 E E

Country England

DX 33866 Finsbury Square

Telephone 08700 111 111



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☒ [x] The company name and number match the information held on the public Register
- ☒ [x] You have included the original deed with this form
- ☒ [x] You have entered the date the charge was created
- ☒ [x] You have supplied the description of the instrument
- ☒ [x] You have given details of the amount secured by the mortgagee or chargee
- ☒ [x] You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ [x] You have entered the short particulars of all the property mortgaged or charged
- ☒ [x] You have signed the form
- ☒ [x] You have enclosed the correct fee



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.

Make cheques or postal orders payable to 'Companies House'



Where to send

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

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

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

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



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>GRANT OF SECURITY</p> <p>Nature of security</p> <p>Pursuant to clause 4 1 (<i>Nature of security</i>) of the Deed, all Security and dispositions created or made by or pursuant to the Deed are created or made</p> <ul style="list-style-type: none"> (a) in favour of the Security Trustee, (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 <p>Qualifying floating charge</p> <p>Pursuant to clause 4 2 (<i>Qualifying floating charge</i>) of the Deed, 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)</p> <p>FIXED SECURITY</p> <p>Fixed charges of the Chargor</p> <p>Pursuant to clause 5 1 (<i>Fixed charges of the Chargor</i>) of the Deed, the Chargor 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 it, or in which it from time to time has an interest</p> <ul style="list-style-type: none"> (a) by way of first legal mortgage <ul style="list-style-type: none"> (i) in respect of Richmond Group Limited only, the property known as Walton House, Richmond Hill, Bournemouth BH2 6EX (Land Registry title number DT294892), and (ii) all other Real Property (if any) at the date of the Deed vested in, or charged to, such Chargor (not charged by clause 5 1(a)(i) of the Deed), (b) by way of first fixed charge <ul style="list-style-type: none"> (i) all other Real Property and all interests in Real Property (not charged by clause 5.1(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 Real Property, (c) by way of first fixed charge all plant and machinery (not charged by clause 5 1(a) or 5 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 <ul style="list-style-type: none"> (i) all computers, vehicles, office equipment and other equipment (not charged by clause 5 1(c)

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6	Short particulars of all the property mortgaged or charged
Short particulars	Please give the short particulars of the property mortgaged or charged
	<p>of the Deed); and</p> <p>(ii) the benefit of all contracts, licences and warranties relating to the same,</p> <p>(e) by way of first fixed charge</p> <p>(i) in respect of Richmond Group Limited, the entire issued share capital in</p> <p>(A) Financial Processing UK Ltd,</p> <p>(B) R G Catering Limited,</p> <p>(C) Post Net Ltd, and</p> <p>(D) RG Insurance Services Limited,</p> <p>(ii) in respect of Financial Processing UK Ltd, the entire issued share capital in FLM Management Services Limited,</p> <p>together with clause 5 1(e)(i) of the Deed, the "Charged Securities", and</p> <p>(iii) all other Charged Securities (not charged by clause 5 1(e)(i) or 5 1(e)(ii) of the Deed),</p> <p>in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which the Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments,</p> <p>(f) by way of first fixed charge</p> <p>(i) in respect of Financial Processing UK Ltd only, the RBS collection account held with National Westminster Bank Plc (account number 28372557, sort code 560035) (the "Charged Account") and all monies to which the Chargor is beneficially entitled at any time standing to the credit of the Charged Account, and</p> <p>(ii) all accounts of the Chargor with any bank, financial institution or other person at any time and all monies to which the Chargor is beneficially entitled at any time standing to the credit of such accounts 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,</p> <p>(g) by way of first fixed charge all legal and equitable interests in the intellectual property of the Chargor,</p> <p>(h) to the extent that any Security Asset is not effectively assigned under clause 5 2 of the Deed, by way of first fixed charge such Security Asset,</p> <p>(i) by way of first fixed charge (to the extent not otherwise charged or assigned in the Deed)</p> <p>(i) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of the Chargor or the use of any of its assets, and</p> <p>(ii) any letter of credit issued in favour of the Chargor and all bills of exchange and other negotiable instruments held by it, and</p>

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6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(j) by way of first fixed charge all of the goodwill and uncalled capital of the Chargor</p> <p>Security assignments of the Chargor</p> <p>Pursuant to clause 5 2 (<i>Security assignments of the Chargor</i>) of the Deed, the Chargor assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to the security assets below</p> <ul style="list-style-type: none"> (a) each Customer Loan governed by English law and all rights and remedies in connection therewith, (b) all Principal Receipts, (c) all Revenue Receipts, (d) all Collateral Security governed by English law, including, without limitation, all proceeds of enforcement thereof, (e) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them, (f) each of the following <ul style="list-style-type: none"> (i) each present and future key-man policy in respect of James Rachid Benamor, or any replacement thereof, (ii) the insurance policy with Hiscox Insurance Company Ltd (policy number HU P16 1414838), and (iii) all other insurances (not assigned by clauses 5 2(j)(i) and 5 2(j)(ii) of the Deed), (iv) and all claims under the insurances and all proceeds of the insurances to the extent that the Chargor is beneficially entitled to them, and (g) all other receivables (not assigned under clauses 5 2(a) to 5 2(j) of the Deed inclusive) <p>FLOATING CHARGE</p> <p>Pursuant to clause 6 (<i>Floating Charge</i>) of the Deed, the Chargor charged and agreed to charge by way of first floating charge all of its present and future</p> <ul style="list-style-type: none"> (a) assets and undertaking (wherever located) not otherwise effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 5 1 (<i>Fixed charges</i>) of the Deed, clause 5 2 (<i>Security assignments of the Chargors</i>) of the Deed 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 or governed by the law of Scotland <p>CONVERSION OF FLOATING CHARGE</p>

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Conversion by notice

Pursuant to clause 7 1 (*Conversion by notice*) of the Deed, the Security Trustee may, by written notice to the Chargor, convert the floating charge created under the Deed into a fixed charge as regards all or any of the assets of the Chargor specified in the notice if

- (a) an Event of Default has occurred and is continuing, or
- (b) the Security Trustee considers any Security Assets 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

Small companies

Pursuant to clause 7 2 (*Small companies*) of the Deed, the floating charge created under the Deed by the Chargor 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 Chargor

Automatic conversion

Pursuant to clause 7 3 (*Automatic conversion*) of the Deed, 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 Chargor creates (or attempts or purports to create) any Security (other than a Permitted Security) on or over the relevant Security Asset without the prior written consent of the Security Trustee, 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 of the Chargor which are subject to a floating charge if an administrator is appointed in respect of the Chargor or the Security Trustee receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986)

Partial conversion

Pursuant to clause 7 4 (*Partial conversion*) of the Deed, the giving of a notice by the Security Trustee pursuant to clause 7 1 (*Conversion by notice*) of the Deed in relation to any class of assets of the Chargor shall not be construed as a waiver or abandonment of the rights of the Security Trustee to serve similar notices in respect of any other class of assets or of any other right of the Security Trustee and/or the other Secured Parties

UNDERTAKINGS BY THE CHARGOR

Negative Pledge and Disposals

Pursuant to clause 12 1 (*Negative pledge and Disposals*) of the Deed, the Chargor shall not, without the prior written consent of the Security Trustee

- (a) create or permit to subsist any Security or quasi-security on any Security Asset other than as created

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Short particulars	<p>by the Deed and except as permitted by the Facilities Agreement, or</p> <p>(b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not and whether voluntarily or involuntarily) the whole or any part of its interest in any Security Asset (except for a disposal, a loan or a transaction as permitted by the Facilities Agreement)</p> <p>Security Assets generally</p> <p>Pursuant to clause 12 2 (<i>Security Assets generally</i>) of the Deed, the Chargor shall not enter into any onerous or restrictive obligation affecting any Security Assets (except as expressly permitted under the Facilities Agreement)</p> <p>The Chargor shall 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)</p> <p>Real Property undertakings - maintenance</p> <p>Pursuant to clause 12 5 (<i>Real Property undertakings - maintenance</i>) of the Deed, the Chargor shall not, except with the prior written consent of the Security Trustee (or as expressly permitted under the Facilities Agreement)</p> <p>(a) confer on any person who is not the Chargor any lease or tenancy of any of the Real Property or accept a surrender of any lease or tenancy (whether independently or under any statutory power),</p> <p>(b) confer on any person who is not the Chargor any right or licence to occupy any land or buildings forming part of the Real Property, or</p> <p>(c) grant any licence to assign or sub-let any part of the Real Property</p> <p>The Chargor shall not carry out any development within the meaning of the Planning Acts in or upon any part of the Real 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 Real Property, without first obtaining the written consent of the Security Trustee</p> <p>The Chargor 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</p> <p>Operation of Collection Account</p> <p>Pursuant to clause 12 8 (<i>Operation of Collection Account</i>) of the Deed, the Chargor shall not withdraw, attempt or be entitled to withdraw (or direct any transfer of), or be entitled to request any withdrawal of, all or any part of the monies in the Collection Account other than in accordance with the terms of the Facilities Agreement</p> <p>Charged Investments - protection of security</p> <p>Pursuant to clause 12 11 (<i>Charged Investments - protection of security</i>) of the Deed, the Chargor shall not nominate another person to enjoy or exercise all or any specified rights of the Chargor in relation to its Charged Investments, as contemplated by section 145 of the Companies Act 2006 or otherwise</p>	

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>SET-OFF</p> <p>Set-off rights</p> <p>Pursuant to clause 19 1 (<i>Set-off rights</i>) of the Deed</p> <ul style="list-style-type: none"> (a) the Security Trustee and each other Secured Party may (but shall not be obliged to) set off any obligation which is due and payable by any Chargor and unpaid (whether under the Finance Documents or which has been assigned to the Security Trustee or such other Secured Party by any other Chargor) against any obligation (whether or not matured) owed by the Security Trustee or such other Secured Party to such Chargor, regardless of the place of payment, booking branch or currency of either obligation, (b) at any time after the Debenture Security has become enforceable (and in addition to its rights under clause 19 1(a) of the Deed), the Security Trustee and each other Secured Party may (but shall not be obliged to) set-off any contingent liability owed by a Chargor under any Finance Document against any obligation (whether or not matured) owed by the Security Trustee or such other Secured Party to such Chargor, regardless of the place of payment, booking branch or currency of either obligation, (c) if the obligations are in different currencies, the Security Trustee or such other Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off, and (d) if either obligation is unliquidated or unascertained, the Security Trustee or such other Secured Party may set off in an amount estimated by it in good faith to be the amount of that obligation <p>Time deposits</p> <p>Pursuant to clause 19 2 (<i>Time Deposits</i>) of the Deed, without prejudice to clause 19 1 (<i>Set-off</i>) of the Deed, if any time deposit matures on any account which any Chargor has with the Security Trustee or any other Secured Party at a time within the Security Period when</p> <ul style="list-style-type: none"> (a) this Debenture Security has become enforceable, and (b) no Secured Obligation is due and payable, <p>such time deposit shall automatically be renewed for such further maturity as the Security Trustee or such other Secured Party in its absolute discretion considers appropriate unless the Security Trustee or such other Secured Party otherwise agrees in writing</p> <p>FURTHER ASSURANCES</p> <p>Further action</p> <p>Pursuant to clause 21 1 (<i>Further action</i>) of the Deed, the Chargor shall (and the Parent shall procure that each Chargor shall) at its own expense, immediately do all acts and execute all documents as the Security Trustee or a Receiver may reasonably specify (and in such form as the Security Trustee or a Receiver may reasonably require) for</p> <ul style="list-style-type: none"> (a) creating, perfecting or protecting the Security intended to be created by the Deed or any 	

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Short particulars	<p data-bbox="312 353 1034 383">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="504 454 564 477">other,</p> <ul style="list-style-type: none"> <li data-bbox="408 512 1018 539">(b) facilitating the realisation of any Security Asset, <li data-bbox="408 575 1508 658">(c) facilitating the exercise of any rights, powers and remedies exercisable by the Security Trustee, any other Secured Party or any Receiver or any Delegate in respect of any Security Asset or provided by or pursuant to the Finance Documents or by law, or <li data-bbox="408 694 1508 808">(d) creating and perfecting Security in favour of the Security Trustee or the Secured Parties over any property and assets of such Chargor located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be created by or pursuant to the Deed or any other Transaction Security Document <p data-bbox="312 842 453 864">This includes</p> <ul style="list-style-type: none"> <li data-bbox="408 900 1246 927">(a) the re-execution of the Deed or such Transaction Security Document, <li data-bbox="408 963 1508 1016">(b) the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance of any property, whether to the Security Trustee or to its nominee, and <li data-bbox="408 1052 1433 1079">(c) the giving of any notice, order or direction and the making of any filing or registration, <p data-bbox="312 1113 1015 1140">which, in any such case, the Security Trustee may think expedient</p> <p data-bbox="312 1173 536 1196">Finance Documents</p> <p data-bbox="312 1232 1508 1373">Pursuant to clause 21 2 (<i>Finance Documents</i>) of the Deed, the Chargor shall (and the Parent shall procure that each member of the Group 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 Trustee or the Secured Parties by or pursuant to the Finance Documents</p> <p data-bbox="312 1406 496 1433">Specific security</p> <p data-bbox="312 1469 1508 1612">Pursuant to clause 21 3 (<i>Specific security</i>) of the Deed, without prejudice to the generality of clause 21 1 (<i>Further action</i>) of the Deed, each Chargor will immediately upon request by the Security Trustee execute any document contemplated by that clause over any Security Asset which is subject to or intended to be subject to any fixed security under the Deed (including any fixed security arising or intended to arise pursuant to clause 7 (<i>Conversion of floating charge</i>) of the Deed)</p> <p data-bbox="312 1709 612 1731">POWER OF ATTORNEY</p> <p data-bbox="312 1767 1508 1821">Pursuant to clause 22 (<i>Power of attorney</i>) of the Deed, the Deed contains a power of attorney in favour of the Security Trustee on the following terms</p> <ul style="list-style-type: none"> <li data-bbox="408 1856 1508 1939">(a) the Chargor, by way of security, irrevocably and severally appoints the Security Trustee, each Receiver and any Delegate to be its attorney to take any action which the Chargor is obliged to take under the Deed, and <li data-bbox="408 1975 1508 2029">(b) the Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under such clause

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	DEFINITIONS	
	"Arrangers" means The Royal Bank of Scotland PLC and Lloyds TSB Bank PLC,	
	"Borrower" means Financial Processing UK Ltd,	
	"Charged Investments" means the Charged Securities and all present and future rights accruing to all or any of the Charged Securities,	
	"Charged Property" means the assets of the Obligors which from time to time are, or are expressed to be, the subject of the Transaction Security,	
	"Collateral Security" means, in relation to a Customer Loan any collateral security including, without limitation, any Customer Guarantee,	
	"Collection Period" means the period between (and including) the first day and the last day of a calendar month,	
	"Customer" means, in relation to a Customer Loan, the person or persons named as entering into the Customer Loan and to whom such Customer Loan is advanced,	
	"Customer Guarantee" means in respect of any Customer Loan, a guarantee and indemnity 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, for the avoidance of doubt, is not a Customer themselves) who have granted a Customer Guarantee in favour of the Borrower,	
	"Customer Loan" means any loan which is documented by a Customer Loan Agreement and made by the Borrower to a Customer and which has been guaranteed by a Customer Guarantor,	
	"Customer Loan Agreement" means the agreement between a Customer and the Borrower documenting a Customer Loan,	
	"Debenture Security" means the Security created or evidenced by or pursuant to the Deed or any Accession Deed,	
	"Delegate" means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Security Trustee or by a Receiver,	
	"Event of Default" means any event or circumstance specified as such in clause 25 (<i>Events of Default</i>) of the Deed,	
	"Facilities" means a sterling term loan facility and a revolving credit facility made available to the Borrower by the Lenders pursuant to the Facilities Agreement,	
	"Facilities Agreement" means the revolving credit facilities agreement dated 14 March 2011 pursuant to which the Lenders agreed to make the Facilities available to the Borrower,	
	"Facility Agent" means The Royal Bank of Scotland PLC,	
	"Finance Party" means the Facility Agent, the Arrangers, the Security Trustee, a Lender or a Hedge	

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6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Counterparty,</p> <p>"Finance Document" means the Facilities Agreement, the Deed, any Hedging Agreement, the Hedging Strategy Letter, any Accession Letter, any Compliance Certificate, any Funds Flow Statement, any Fee Letter, any Increase Confirmation, the Additional Commitment Request, the Additional Commitment Notice, any Resignation Letter, any Transaction Security Document, the Intercreditor Agreement, the Servicing Agreement, any Utilisation Request (each as defined in the Facilities Agreement) and any other document designated as a "Finance Document" by the Facility Agent and the Borrower,</p> <p>"Group" means Richmond Group Limited and each of its subsidiaries for the time being,</p> <p>"Hedge Counterparty" means The Royal Bank of Scotland PLC (as agent for National Westminster Bank PLC) and Lloyds TSB Bank PLC or any Lender that may become a Hedge Counterparty,</p> <p>"Lenders" means The Royal Bank of Scotland PLC, Lloyds TSB Bank PLC, Riverland 2 S a r l , Leumi ABL Limited and any other bank or financial institution that may become a Lender in accordance with the Facilities Agreement,</p> <p>"Obligors" means, together, Richmond Group Limited, Financial Processing UK Ltd, Post Net Ltd, R G Catering Limited, RG Insurance Services Limited and FLM Management Services Limited,</p> <p>"Parent" means Richmond Group Limited, a company incorporated in England and Wales with company number 05230353 and registered office at Walton House, 56-58 Richmond Hill, Bournemouth, Dorset BH2 6EX,</p> <p>"Permitted Security" has the meaning given to it in the Deed,</p> <p>"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,</p> <p>"Principal Receipts" means, in relation to a Collection Period, all principal received or recovered in respect of the Customer Loans and their related Collateral Security (excluding all amounts of interest owing in respect thereof which has been capitalised but including, without limitation, repayments of principal by Customers, principal recovered upon enforcement of the related Collateral Security, and all insurance monies received or recovered in respect of the Customer Loans and their related Collateral Security to which the Borrower is beneficially entitled (but only to the extent that such amounts are paid by way of compensation for amounts which would otherwise have constituted a Principal Receipt),</p> <p>"Real Property" means all estates and interests in freehold, leasehold and other immovable property now or in future belonging to the Chargor, or in which the Chargor has an interest at any time (including the Property), together with</p> <ul style="list-style-type: none"> (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, <p>"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property,</p>

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"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, and
- (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

- (a) each Hedging Agreement,
- (b) each Permitted Intra-Group Loan Agreement,
- (c) the Relevant Contracts, being
 - (i) in respect of Financial Processing UK Ltd and FLM Management Services Limited, the servicing agreement dated 14 March 2011 between (1) Financial Processing UK Ltd, (2) FLM Management Services Ltd and (3) The Royal Bank of Scotland plc,
 - (ii) in respect of Richmond Group Limited, Post Net Ltd and FLM Management Services Limited, the Financial Processing UK Ltd and FLM Management Services Limited, the business transfer agreement dated 8 February 2011 between (1) Richmond Group Limited, (2) Post Net Ltd and (3) FLM Management Services Limited, and
- (d) any other agreement designated by the Security Trustee and the relevant Chargor as a Relevant Contract,

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

"Revenue Receipts" means, in relation to a Collection Period, the sum of all monies (including, without limitation, prepayment penalties, all amounts of interest owing in respect thereof which has been capitalised and interest and any other monies payable by the relevant counterparty under a Hedging Agreement) received or recovered in respect of the Customer Loans (other than Principal Receipts), all insurance monies received or recovered in respect of the Customer Loans and their related Collateral Security to which the Borrower is beneficially entitled (but only to the extent that such amounts are paid by way of compensation for amounts which would otherwise have constituted a Revenue Receipt), all other revenues to which the Borrower is beneficially entitled (including, without limitation, the costs, fees and expenses payable by a Customer to the extent the Borrower is reimbursed by such Customer for and is beneficially entitled to the same) (each as defined in the Facilities Agreement),

"Secured Parties" means each Finance Party from time to time and any Receiver or Delegate,

"Security" means a mortgage, charge, pledge, lien, encumbrance or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,

"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,

"Security Trustee" means The Royal Bank Of Scotland Plc, a company incorporated in Scotland with company number 90312, acting through its office at 135 Bishopsgate, Level 5, London EC2M 3UR as security trustee for the Secured Parties,

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

"Transaction Security" means the Security created or expressed to be created in favour of the Security Trustee, and

"Transaction Security Documents" means each of the documents specified in paragraph 2(d) of part 1 of schedule 2 (*Conditions precedent*) of the Deed and paragraph 13 of part 2 of schedule 2 (*Conditions precedent*) of the Deed, together with any other document entered into by any Obligor creating or expressed to create any Security in favour of any Finance Party in relation to the obligations of any Obligor under any Finance Document



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 4841153
CHARGE NO. 17**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 13
FEBRUARY 2012 AND CREATED BY FINANCIAL PROCESSING
UK LTD FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM EACH PRESENT OR FUTURE MEMBER OF THE
GROUP TO THE ROYAL BANK OF SCOTLAND PLC (SECURITY
TRUSTEE) AND/OR THE OTHER SECURED PARTIES (OR ANY
OF THEM) ON ANY ACCOUNT WHATSOEVER UNDER THE
TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING
OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT
TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE
14 FEBRUARY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 FEBRUARY
2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dx