



Registration of a Charge

Company name: **AMIGO LOANS LTD**

Company number: **04841153**

Received for Electronic Filing: **07/03/2016**



X5290XEJ

Details of Charge

Date of creation: **03/03/2016**

Charge code: **0484 1153 0018**

Persons entitled: **THE ROYAL BANK OF SCOTLAND PLC AS SECURITY TRUSTEE**

Brief description: **N/A**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

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

Certified by:

TRAVERS SMITH LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4841153

Charge code: 0484 1153 0018

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd March 2016 and created by AMIGO LOANS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th March 2016 .

Given at Companies House, Cardiff on 8th March 2016

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 3 MARCH 2016

THE COMPANIES IDENTIFIED IN SCHEDULE 1

AS ORIGINAL CHARGORS

In favour of

THE ROYAL BANK OF SCOTLAND PLC

as Security Trustee

COMPOSITE DEBENTURE

WE CERTIFY THIS TO BE
A TRUE COPY OF THE
ORIGINAL *same to the extent redacted*
pursuant to section 859g of the Companies Act 2006
TRAVERS SMITH LLP
10 SNOW HILL, LONDON EC1A 2AL
SOLICITORS
Travers Smith LLP
DATE 7 March 2016

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THIS DEBENTURE is dated 3 MARCH 2016 and made between:

- (1) THE COMPANIES whose names, registered numbers and registered offices are set out in Schedule 1 (the **Original Chargors**) in favour of
- (2) THE ROYAL BANK OF SCOTLAND PLC as security trustee for the Secured Parties on the terms and conditions set out in the Intercreditor Agreement (the **Security Trustee**, which expression shall include any person for the time being appointed as trustee or as an additional trustee for the purpose of, and in accordance with, the Intercreditor Agreement).

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Terms defined in the Facilities Agreement shall, unless otherwise defined in this Debenture, have the same meaning when used in this Debenture or any Mortgage (as defined below) and in addition:

Account means any credit balance from time to time on any account (including, without limitation, the accounts listed at Schedule 5 (*Accounts*)) opened or maintained by any of the Chargors with the Security Trustee or any other financial institution (and any replacement account or subdivision or sub-account of that account) and all Related Rights.

Account Bank means:

- (a) National Westminster Bank Plc; and/or
- (b) subject to Clause 9.4 (*Change of Account Bank*), such other bank which is a Finance Party or an Affiliate of a Finance Party and with which any Charged Account is maintained from time to time.

Act means the Law of Property Act 1925.

Additional Chargor means any entity which becomes a Chargor by executing a Deed of Accession.

Borrower means Amigo Loans Ltd, a company incorporated under the laws of England and Wales with registered number 04841153.

Charged Intellectual Property means any and all Intellectual Property owned by any Chargor now or in the future including without limitation those rights listed in Schedule 3 (*Details of Intellectual Property*).

Charged Property means all the assets and undertaking of any Chargor which from time to time are the subject of the security created or expressed to be created in favour of the Security Trustee by or pursuant to this Debenture and any Mortgage.

Chargor means an Original Chargor or an Additional Chargor.

Collateral Rights means all rights, powers and remedies of the Security Trustee provided by or pursuant to this Debenture or any Mortgage or by law.

Collateral Security means, in relation to a Customer Loan, any collateral security including, without limitation, any Customer Guarantee.

Collection Account means the account listed at Part I of Schedule 5 (*Accounts*) and any replacement account or subdivision or sub-account of that account.

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.

Deed of Accession means a deed substantially in the form of Schedule 11 (*Form of Deed of Accession*) or in any form agreed between the Borrower and the Security Trustee.

Derivative Assets means all assets derived from any of the Shares including all allotments, accretions, offers, rights, dividends, interest, income, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to any of the Shares and all stocks, shares, rights, money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, exchange, purchase, substitution, option, interest or otherwise in respect thereof.

Event of Default has the meaning given to it in the Facilities Agreement.

Facilities Agreement means the revolving credit facility agreement originally dated 14 March 2011 as amended and restated by an amendment and restatement agreement dated 13 February 2012, amended by an amendment letter dated 12 September 2012, amended and restated by an amendment and restatement deed dated 5 February 2015 and amended and restated by an amendment and restatement deed dated on or about the date of this Debenture and made between, among others, (1) Amigo Loans Ltd as borrower (2) Amigo Management Services Ltd as servicer (3) Richmond Group Limited as parent (4) The Royal Bank of Scotland plc as facility agent and (5) the Security Trustee, as amended, varied, novated or supplemented from time to time.

Group means the Parent and each of its Subsidiaries for the time being.

Hedging Agreement means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by the Borrower and a Hedge Counterparty, in accordance with the terms of the Hedging Strategy Letter, for the purpose of hedging interest rate liabilities and/or risks in relation to the Facilities Agreement.

Hedging Strategy Letter means the letter in the agreed form between the Original Hedge Counterparties and the Borrower dated on or about the date of the Third Amendment and Restatement Agreement describing the hedging arrangements to be entered into in respect of the interest rate liabilities of the Borrower of the Facility under the Facilities Agreement, as a prudent lender would require, or such other letter entered into between the Hedge Counterparties and the Borrower from time to time.

Insurance Policy means any policy of insurance (including, without limitation, key-man insurance, life insurance or assurance) in which any Chargor may from time to time have an interest.

Intellectual Property means all patents, rights in inventions, trade marks, service marks, designs, business names, domain names, geographical indications, copyrights (including rights in computer software), registered designs, design rights, moral rights, database rights, rights in confidential information and know how, trade names, trade dress, formulas, trade secrets and other intellectual property rights and interests, whether registered or unregistered and including all applications for and the right to apply for the same, and any interests (including by way of licence or covenant not to sue) which may subsist anywhere in the world.

Intercreditor Agreement means the intercreditor agreement dated 14 March 2011 and made between, among others, (1) The Royal Bank of Scotland plc as facility agent (2) the Security Trustee and (3) Richmond Group Limited as parent, as amended, varied, novated or supplemented from time to time.

Intra-Group Loan means any loan by a Chargor as lender to any other member of the Group as borrower.

Intra-Group Loan Agreement means any agreement pursuant to which an Intra-Group Loan is made.

Investments means:

- (a) any stocks, shares, debentures, bonds, coupons, negotiable instruments, securities and certificates of deposit (but not including the Shares);
- (b) all interests in collective investment schemes; and
- (c) all warrants, options and other rights to subscribe for or acquire any of the investments described in paragraphs (a) and (b) above,

In each case whether held directly by or to the order of any Chargor or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system).

Monetary Claims means any book and other debts and monetary claims (other than Accounts) owing to a Chargor and any proceeds of such debts and claims (including without limitation any Principal Receipts, Revenue Receipts, any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which a Chargor is a party and any other assets, property, rights or undertaking of a Chargor).

Mortgage means a mortgage or charge in respect of all the Real Property granted by a Chargor in favour of the Security Trustee in accordance with Clause 6 (*Further Assurance*) substantially in the form of Schedule 8 (*Form of Legal Mortgage*).

Parent has the meaning given to such term in the Facilities Agreement.

Permitted Security has the meaning given to it in the Facilities Agreement.

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.

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).

Real Property means:

- (a) any freehold, leasehold or immovable property (including the freehold and leasehold property in England and Wales specified in Schedule 2 (*Details of Real Property*)); and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property,

and includes all Related Rights.

Receiver means a receiver or receiver and manager or (where permitted by law) administrative receiver of the whole or any part of the Charged Property and that term will include any appointee made under a joint and/or several appointment.

Related Rights means, in relation to any asset (including the Shares, the Derivative Assets and the Investments):

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset; and
- (d) any monies and proceeds paid or payable in respect of that asset.

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).

Secured Obligations means all obligations covenanted to be discharged by each Chargor in Clause 2.1 (*Covenant to pay*).

Secured Parties means the Security Trustee, any Receiver (or delegate of any Receiver pursuant to the exercise of powers under Clause 25.2 (*Delegation*), the Arranger, the Agent, the Lenders, any Hedge Counterparty and any other Finance Parties from time to time party to the Intercreditor Agreement.

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 Period means the period beginning on the date of this Debenture and ending on the date on which:

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

Servicer means Amigo Management Services Ltd, a company incorporated under the laws of England and Wales with registered number 05391984.

Servicing Agreement means the agreement dated 14 March 2011 and entered into between (1) Amigo Loans Ltd as borrower (2) Amigo Management Services Ltd as servicer (3) The Royal Bank of Scotland plc as facility agent and (4) the Security Trustee, as amended, varied, novated or supplemented from time to time.

Shares means all of the shares listed at Schedule 4 (*Details of Shares*) and all of the shares in the capital of any other limited liability company incorporated in England and Wales, in each case held by, to the order or on behalf of any Chargor from time to time.

Specific Contracts means each Intra-Group Loan Agreement, the Servicing Agreement, the Hedging Agreements and any other document designated by the Security Trustee and the Borrower as a Specific Contract from time to time.

Tangible Moveable Property means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of any Chargor's stock in trade or work in progress) and all Related Rights.

1.2 Interpretation

In this Debenture or, as applicable, any Mortgage:

- 1.2.1** the rules of interpretation contained in clause 1.2 (*Interpretation*) of the Facilities Agreement shall apply to the construction of this Debenture or any Mortgage;
- 1.2.2** any reference to the **Security Trustee**, the **Chargors**, the **Facility Agent** or the **Secured Parties** shall be construed so as to include its or their (and any subsequent) successors and any permitted transferees in accordance with their respective interests; and
- 1.2.3** references in this Debenture to any Clause or Schedule shall be to a clause or schedule contained in this Debenture.

1.3 Third party rights

- 1.3.1** Unless expressly provided to the contrary In this Debenture a person who is not a party to this Debenture has no right under the Contracts (Rights of Third Parties) Act 1999 (the **Third Parties Act**) to enforce or enjoy the benefit of any term of this Debenture.
- 1.3.2** Notwithstanding any term of this Debenture, the consent of any person who is not a party to this Debenture is not required to rescind or vary this Debenture at any time.

1.4 Inconsistency

- 1.4.1** In the event of any inconsistency arising between any of the provisions of this Debenture or any Mortgage and the Facilities Agreement or the Intercreditor Agreement, the provisions of the Facilities Agreement or the Intercreditor Agreement (as the case may be) shall prevail.
- 1.4.2** To the extent that the provisions of this Debenture or any Transaction Security Document granted by a Chargor prior to the date of this Debenture are inconsistent with those of any Mortgage, the provisions of that Mortgage shall prevail.
- 1.4.3** To the extent that the provisions of this Debenture are inconsistent with those of any Transaction Security Document granted by a Chargor prior to the date of this Debenture, the provisions of this Debenture shall prevail.

1.5 Disposition of property

The terms of the other Finance Documents and of any side letters between the Parties in relation to the Finance Documents are incorporated into this Debenture and any Mortgage to the extent required for any purported disposition of the Real Property contained in this Debenture or any Mortgage to be a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.6 Incorporation of provisions into any Mortgage

Clauses 1.2 (*Interpretation*), 6.1 (*Further assurance: general*), 6.4 (*Implied covenants for title*), 12 (*Enforcement of security*), 13 (*Extension and variation of the Act*), 14 (*Appointment of Receiver or Administrator*), 15 (*Powers of Receiver*), 18 (*Power of attorney*), 27 (*Governing Law*) and 28 (*Jurisdiction*) of this Debenture are incorporated into any Mortgage as if expressly incorporated into that Mortgage, as if references in those clauses to this Debenture were references to that Mortgage and as if all references in those clauses to Charged Property were references to the assets of the Chargor from time to time charged in favour of, or assigned (whether at law or in equity) to, the Security Trustee by or pursuant to that Mortgage.

1.7 Mortgage

It is agreed that each Mortgage is supplemental to this Debenture.

1.8 Deed

It is intended that this Debenture takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

2. PAYMENT OF SECURED OBLIGATIONS

2.1 Covenant to pay

Each Chargor hereby covenants with the Security Trustee (as trustee for the Secured Parties) that it shall discharge all obligations, as and when they fall due in accordance with their terms, which the Chargors may at any time have to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties under or pursuant to the Finance Documents (including this Debenture and any Mortgage) including any liabilities in respect of any further advances made under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity). Each Chargor shall pay to the Security Trustee when due and payable every sum at any time owing, due or incurred by such Chargor to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities, **provided that** neither such covenant nor the security constituted by this Debenture or any Mortgage shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law.

2.2 Interest on demands

If any Chargor fails to pay any sum on the due date for payment of that sum such Chargor shall pay interest on any such sum (before and after any judgment and to the extent interest at a default rate is not otherwise being paid on such sum) from the date of demand until the date of payment calculated on a daily basis at the rate determined by and in accordance with the provisions of clause 10.3 (*Default Interest*) of the Facilities Agreement.

3. FIXED CHARGES, ASSIGNMENTS AND FLOATING CHARGE

3.1 Fixed charges

Each Chargor hereby charges with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations, by way of first fixed charge (which, so far as it relates to land in England and Wales vested in a Chargor at the date of this Debenture and listed in Schedule 2 (*Details of Real Property*), shall be a charge by way of legal mortgage) all such Chargor's right, title and interest from time to time in and to each of the

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following assets (subject in each case to obtaining any necessary consent to such mortgage or fixed charge from any third party) in each case both present and future:

- 3.1.1 the Real Property;
- 3.1.2 the Tangible Moveable Property;
- 3.1.3 the Accounts;
- 3.1.4 the Charged Intellectual Property;
- 3.1.5 any goodwill and rights in relation to the uncalled capital of such Chargor;
- 3.1.6 the Investments and all Related Rights;
- 3.1.7 the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise); and
- 3.1.8 all Monetary Claims other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Debenture and all Related Rights.

3.2 Assignments

Each Chargor hereby assigns with full title guarantee to the Security Trustee as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations, subject to a proviso for re-assignment on redemption, all such Chargor's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to that assignment from any third party and without prejudice to such Chargor's obligations under Clause 6.3 (*Consent of third parties*)) in each case both present and future:

- 3.2.1 each Customer Loan governed by English law;
 - 3.2.2 all Principal Receipts;
 - 3.2.3 all Revenue Receipts;
 - 3.2.4 all Collateral Security governed by English law, including, without limitation, all proceeds of enforcement thereof;
 - 3.2.5 the proceeds of any Insurance Policy; and
 - 3.2.6 each of the Specific Contracts,
- and, in each case, all Related Rights.

3.3 Floating charge

- 3.3.1** Each Chargor hereby charges with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations by way of first floating charge all present and future assets and undertaking of such Chargor, other than any asset which is situated in England and Wales and which is validly and effectively charged under the laws of England and Wales by way of fixed security created under this Debenture in favour of the Security Trustee as security for the Secured Obligations.
- 3.3.2** The floating charge created by this Clause 3.3 shall be deferred in point of priority to all fixed security validly and effectively created by a Chargor under the Finance Documents in favour of the Security Trustee as trustee for the Secured Parties as security for the Secured Obligations.
- 3.3.3** Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 3.3.

4. CRYSTALLISATION OF FLOATING CHARGE

4.1 Crystallisation: by notice

The Security Trustee may at any time by notice in writing to a Chargor convert the floating charge created by Clause 3.3 (*Floating charge*) with immediate effect into a fixed charge as regards any property or assets specified in the notice if:

- 4.1.1** an Event of Default has occurred which is continuing; or
- 4.1.2** the Security Trustee considers that any of the Charged Property to be in jeopardy or in danger of being seized or sold pursuant to any form of legal process.

4.2 Crystallisation: automatic

Notwithstanding Clause 4.1 (*Crystallisation: by notice*) and without prejudice to any law which may have a similar effect, the floating charge will automatically be converted (without notice) with immediate effect into a fixed charge:

- 4.2.1** as regards any asset subject to the floating charge if:
- 4.2.1.1** any Chargor creates or attempts or purports to create any Security (other than any Permitted Security) over the relevant asset without the prior written consent of the Security Trustee; or
- 4.2.1.2** any Chargor disposes or attempts or purports to dispose of the relevant asset (other than as expressly permitted under the Facilities Agreement); or

- 4.2.1.3** any person levies or attempts to levy any distress, execution or other process against the relevant asset; and
- 4.2.2** as regards all the assets subject to the floating charge if:
 - 4.2.2.1** an administrator is appointed to the relevant Chargor; or
 - 4.2.2.2** any person (who is entitled to do so) gives notice of its intention to appoint an administrator to the relevant Chargor or files such a notice with the court.

5. PERFECTION OF SECURITY

5.1 Notices of assignment: Insurance Policies

Each Chargor shall deliver (or procure delivery) to the Security Trustee and the obligor or debtor specified by the Security Trustee in respect of each Insurance Policy the proceeds of which are assigned pursuant to Clause 3.2 (*Assignments*), a notice of assignment substantially in the form set out in Schedule 6 (*Form of Notice of Assignment of Insurances*) duly executed by it as soon as reasonably practicable following execution of this Debenture or as soon as reasonably practicable following such Chargor entering into a new Insurance Policy and in each case such Chargor shall use its reasonable endeavours to procure that each notice is acknowledged promptly by the obligor or debtor specified by the Security Trustee.

5.2 Notices of assignment: Specific Contracts

Each Chargor shall deliver (or procure delivery) to the Security Trustee and the obligor or debtor specified by the Security Trustee in respect of each Specific Contract assigned pursuant to Clause 3.2 (*Assignments*), a notice of assignment substantially in the form set out in Schedule 7 (*Form of Notice of Assignment of Specific Contract*) duly executed by it as soon as reasonably practicable following the execution of this Debenture or as soon as reasonably practicable following such Chargor entering into a Specific Contract and in each case such Chargor shall (in the case of each Intra-Group Loan Agreement and the Servicing Agreement) procure or (in the case of any other Specific Contract) use its reasonable endeavours to procure that each notice is acknowledged promptly by the obligor or debtor specified by the Security Trustee.

5.3 Notices of assignment: Customer Loans etc

Provided that an Event of Default has occurred and is continuing, each Chargor shall as soon as reasonably practicable upon the request of the Security Trustee deliver (or procure delivery of) a notice of assignment in a form specified by the Security Trustee in respect of each Customer Loan, all Collateral Security, all Principal Receipts, and all Revenue Receipts assigned pursuant to Clause 3.2 (*Assignments*) to each relevant Customer and Customer Guarantor and in each case such Chargor shall use its reasonable endeavours to procure that each notice is acknowledged promptly by such Customer and Customer Guarantor in a form specified by the Security Trustee.

5.4 Notices of charge: Accounts

Each Chargor shall, as soon as reasonably practicable following execution of this Debenture or any Deed of Accession and promptly upon the request of the Security Trustee from time to time, in respect of any Account listed at Schedule 5 (*Accounts*) deliver to the Security Trustee (or procure delivery of) a notice of charge in the form set out in Schedule 10 (*Form of notice of charge of account*) or such other form as the Security Trustee shall agree or require duly executed by or on behalf of such Chargor and shall use its reasonable endeavours to procure that such notice is acknowledged by the Account Bank.

5.5 Charged Property generally

Each Chargor shall:

5.5.1 notify the Security Trustee within 7 days of receipt of every material notice, order, application, requirement or proposal given or made in relation to the Charged Property by a competent authority, and (if required by the Security Trustee):

- (a) as soon as is reasonably practicable provide it with a copy of the same; and
- (b) either (A) comply with such notice, order, application, requirement or proposal or (B) make such objections to the same as the Security Trustee may require or approve;

5.5.2 pay all rates, rents and other outgoings owed by it in respect of the Charged Property;

5.5.3 comply with:

- (a) all obligations in relation to the Charged Property under any present or future regulation or requirement of any competent authority or any Authorisation; and
- (b) all covenants and obligations affecting any Charged Property (or its manner of use),

where failure to do so has or is reasonably likely to have a Material Adverse Effect;

5.5.4 not, except with the prior written consent of the Security Trustee, enter into any onerous or restrictive obligation affecting any Charged Property (except as expressly permitted under the Facilities Agreement);

5.5.5 provide the Security Trustee with all information which it may reasonably request in relation to the Charged Property; and

- 5.5.6 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 Charged Property (or make any omission which has such an effect).

5.6 Deposit of documents and notices

- 5.6.1 Each Chargor shall, promptly upon the accrual, offer or issue of any Derivative Assets, notify the Security Trustee of that occurrence and procure the prompt delivery to the Security Trustee of:

- (a) all certificates or other documents of title representing such Derivative Assets; and
- (b) such stock transfer forms or other instruments of transfer with the name of the transferee, the consideration and the date left blank but otherwise duly completed and executed by or on behalf of such Chargor) in respect of such Derivative Assets as the Security Trustee may request.

- 5.6.2 At any time after an Event of Default has occurred each Chargor shall, as soon as reasonably practicable following request by the Security Trustee (and without prejudice to Clause 8.1 (*Shares and Investments: protection of security*)), deposit with the Security Trustee all deeds and documents of title relating to the Customer Loans and their related Collateral Security (each of which the Security Trustee may hold throughout the Security Period).

- 5.6.3 Each Chargor shall, as soon as reasonably practicable following on request by the Security Trustee (and without prejudice to Clause 8.1 (*Shares and Investments: protection of security*)), deposit with the Security Trustee:

- (a) all deeds and documents of title relating to the Charged Property other than the Charged Property referred to in Clause 3.2.1 (*Assignments*) and Clause 3.2.4 (*Assignments*); and
- (b) all local land charges, land charges and Land Registry search certificates and similar documents received by or on behalf of a Chargor,

each of which the Security Trustee may hold throughout the Security Period.

- 5.6.4 Each Chargor shall, as soon as reasonably practicable following a request by the Security Trustee, affix to any plant, machinery, fixtures, fittings, computers, vehicles, office equipment, other equipment and other asset for the time being owned by it (in a prominent position) a durable notice of this Debenture (in any form required by the Security Trustee).

5.7 Note of Mortgage

In the case of any Real Property, title to which is or will be registered under the Land Registration Act 2002, which is acquired by or on behalf of a Chargor after the execution of this Debenture, such Chargor shall promptly notify the Security Trustee of the title number(s) and, contemporaneously with the making of an application to the Land Registry for the registration of such Chargor as the Registered Proprietor of such property, apply to the Chief Land Registrar to enter a notice of any Mortgage on the Charges Register of such property.

5.8 Further advances

5.8.1 Subject to the terms of the Facilities Agreement, each Lender (as defined in the Facilities Agreement) is under an obligation to make further advances to the Borrower and that obligation will be deemed to be incorporated into this Debenture as if set out in this Debenture.

5.8.2 Each Chargor consents to an application being made to the Chief Land Registrar to enter the obligation to make further advances on the Charges Register of any registered land forming part of the Charged Property.

5.9 Application to the Land Registry

Each Chargor consents to an application being made to the Chief Land Registrar to enter the following restriction in the Proprietorship Register of any property which is, or is required to be, registered and which forms part of the Real Property:

"No [disposition *or specify type of disposition*] of the registered estate [(other than a charge)] by the proprietor of the registered estate [, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction,] is to be registered without a written consent signed by the proprietor for the time being of the debenture dated [*] in favour of [Security Trustee name] of [address] referred to in the charges register or [their conveyancer *or specify appropriate details*]."

6. FURTHER ASSURANCE

6.1 Further assurance: general

6.1.1 The covenant set out in Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in sub-Clause 6.1.2.

6.1.2 Each Chargor shall promptly enter into a Mortgage over any future acquired Real Property.

6.2 Necessary action

Each Chargor shall at its own expense as soon as reasonably practicable take all such action as is available to it (including making all filings and registrations) as the Security Trustee, any Receiver or administrator may reasonably specify (and in such form as the Security Trustee, any Receiver or administrator may reasonably require) for the purpose of the creation, perfection or protection, confirmation or maintenance of any security created or intended to be created in favour of the Security Trustee, any Receiver or administrator by or pursuant to:

- (a) this Debenture and any Mortgage;
- (b) facilitating the realisation of any Charged Property;
- (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 Charged Property or provided by or pursuant to the Finance Documents or by law; or
- (d) creating and perfecting the 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 this Debenture or any other Transaction Security Document.

This includes:

- (a) the re-execution of this Debenture or such Transaction Security Document;
- (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
- (c) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Trustee may think expedient.

6.3 Consent of third parties

Each Chargor shall use all reasonable endeavours to obtain (in form and content reasonably satisfactory to the Security Trustee) as soon as possible any consents necessary, including any consent necessary for any Mortgage, to enable the assets of such Chargor to be the subject of an effective fixed charge or assignment pursuant to Clause 3 (*Fixed Charges, Assignments and Floating Charge*) and, as soon as reasonably practicable following upon obtaining any such consent, the asset concerned shall become subject to such security and such Chargor shall promptly deliver a copy of each consent to the Security Trustee.

6.4 Implied covenants for title

The obligations of each Chargor under this Debenture and any Mortgage shall be in addition to the covenants for title deemed to be included in this Debenture and any Mortgage by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994.

7. NEGATIVE PLEDGE AND DISPOSALS

7.1 Security

Each Chargor shall not (and shall not agree to) at any time during the subsistence of this Debenture or any Mortgage, create or permit to subsist any Security over all or any part of the Charged Property other than Permitted Security.

7.2 No disposal of interests

Each Chargor shall not (and shall not agree to) at any time during the subsistence of this Debenture or any Mortgage, except as permitted pursuant to the Facilities Agreement or by this Clause 7:

- 7.2.1** execute any conveyance, transfer, lease or assignment of, or other right to use or occupy, all or any part of the Charged Property; or
- 7.2.2** create any legal or equitable estate or other interest in, or over, or otherwise relating to, all or any part of the Charged Property; or
- 7.2.3** (a) grant or vary, or accept any surrender, or cancellation or disposal of, any lease, tenancy, licence, consent or other right to occupy in relation to any of the Charged Property or (b) allow or grant any person any licence or right to use or occupy or to become entitled to assert any proprietary interest in, or right over, the Charged Property, which may, in each case, adversely affect the validity, enforceability or value of any of the Charged Property or the ability of the Security Trustee to exercise any of the Collateral Rights; or
- 7.2.4** lend or otherwise dispose of, or grant any rights (whether of pre-emption or otherwise) over, all or any part of the Investments or any Related Rights.

8. SHARES AND INVESTMENTS

8.1 Shares and Investments: protection of security

- 8.1.1** Each Chargor shall, as soon as reasonably practicable following execution of this Debenture or (if later) as soon as is practicable after its acquisition of any Shares by way of security for the Secured Obligations:

- (a) deposit with the Security Trustee (or as the Security Trustee may direct) all certificates and other documents of title or evidence of ownership to the Shares and Investments and their Related Rights; and
- (b) execute and deliver to the Security Trustee:
 - i. instruments of transfer in respect of the Shares (executed in blank and left undated); and/or
 - ii. such other documents as the Security Trustee shall require to enable it (or its nominees) to be registered as the owner of or otherwise to acquire a legal title to the Shares and their Related Rights (or to pass legal title to any purchaser).

8.1.2 In respect of any Investments held by or on behalf of any nominee of any clearance or settlement system, each Chargor shall as soon as reasonably practicable following execution of this Debenture or (if later) as soon as reasonably practicable following the acquisition of an interest in such Investment deliver to the Security Trustee duly executed stock notes or other document in the name of the Security Trustee (or as it may direct) issued by such nominee and representing or evidencing any benefit or entitlement to such Investment.

8.1.3 Each Chargor shall:

- (a) promptly give notice to any custodian of any agreement with such Chargor in respect of any Investment in a form the Security Trustee; and
- (b) use its best endeavours to ensure that the custodian acknowledges that notice in a form the Security Trustee may require.

8.1.4 Each Chargor shall:

- (a) instruct any clearance system to transfer any Investment held by it for such Chargor or its nominee to an account of the Security Trustee or its nominee with such clearance system; and
- (b) take whatever action the Security Trustee may request for the dematerialisation or rematerialisation of any Investment held in a clearance system.

8.1.5 Each Chargor shall promptly pay all calls or other payments which may become due in respect of its Investments.

8.1.6 No Chargor shall nominate another person to enjoy or exercise all or any specified rights of the Chargor in relation to its Investments, as contemplated by section 145 of the Companies Act 2006 or otherwise.

8.1.7 Without limiting its obligations under Clause 5.5 (*Charged Property generally*), each Chargor shall comply with all requests for information within its knowledge relating to the Investments which are made under section 793 of the Companies Act 2006 or which could be made under section 793 if the relevant company were a public limited company or under any similar provision contained in the articles of association or other constitutional documents of the relevant company or otherwise relating to the Investments and, if it fails to do so, the Security Trustee may provide such information as it may have on behalf of such Chargor.

8.2 Shares and Investments: rights of the parties

8.2.1 Until an Event of Default occurs, each Chargor shall be entitled to:

- (a) receive and retain all dividends, distributions and other monies paid on or derived from its Shares; and
- (b) exercise all voting and other rights and powers attaching to its Shares, provided that it must not do so in a manner which:
 - i. has the effect of changing the terms of such Shares (or any class of them) or of any Related Rights unless permitted by the Finance Documents; or
 - ii. is prejudicial to the interests of the Security Trustee and/or the other Secured Parties under the Finance Documents.

8.2.2 Upon the occurrence of an Event of Default, the Security Trustee may, at its discretion (in the name of the relevant Chargor or otherwise without any further consent or authority from any Chargor):

- (a) exercise (or refrain from exercising) any voting rights in respect of the Shares;
- (b) apply all dividends, interest and other monies arising from the Shares in accordance with Clause 16 (*Application of monies*).

8.2.2.2 At any time following the occurrence of an Event of Default, the Security Trustee may complete the investment(s) of transfer for all or any Shares on behalf of any Chargor in favour of itself or such other person as it may select.

8.2.2.3 At any time when any Shares are registered in the name of the Security Trustee or its nominee, the Security Trustee shall be under no duty to:

- (a) ensure that any dividends, distributions or other monies payable in respect of such Shares are duly and promptly paid or received by it or its nominee;
- (b) verify that the correct amounts are paid or received; or
- (c) take any action in connection with the taking up of any (or any offer of any) Related Rights in respect of or in substitution for, any such Shares.

9. ACCOUNTS

9.1 Accounts: notification and variation

9.1.1 Each Chargor shall comply at all times with the provisions of the Facilities Agreement relating to the Collection Account and the collection of all Principal Receipts and Revenue Receipts (in particular clause 14 (*Bank accounts: funding and collection*) of the Facilities Agreement) and in particular shall:

- (a) without prejudice to Clause 7 (*Negative Pledge and Disposals*) (but in addition to the restrictions in that Clause), not, without the prior written consent of the Security Trustee, sell, assign, charge, factor or discount or in any other manner deal with any Monetary Claims;
- (b) collect all Monetary Claims promptly in the ordinary course of trading as agent for the Security Trustee;
- (c) (in the case of the Borrower) as soon as reasonably practicable following receipt pay all monies which it receives in respect of the Monetary Claims into the Collection Account or any replacement or additional Collection Account designated as such by the Facility Agent and the Borrower pursuant to the Facilities Agreement; and
- (d) pending such payment, hold all monies so received upon trust for the Security Trustee.

9.1.2 Each Chargor shall deal with the Monetary Claims (both collected and uncollected) and the Collection Account in accordance with any directions given in writing from time to time by the Security Trustee and, in default of and subject to such directions, in accordance with this Debenture and the Facilities Agreement.

9.1.3 Each Chargor shall deliver to the Security Trustee such information as to the amount and nature of its Monetary Claims as the Security Trustee may from time to time reasonably require (taking into account the requirements of the Finance Documents).

9.2 Operation of Collection Account

No Chargor shall 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.

9.3 Account Bank and notices

9.3.1 The Account Bank is National Westminster Bank Plc unless the Security Trustee specifies otherwise.

9.3.2 Where any Charged Account of any Chargor is not maintained with National Westminster Bank Plc, the relevant Chargor shall deliver to the relevant Account Bank a duly completed notice and procure that such Account Bank executes and delivers to the Security Trustee an acknowledgement, in each case in the respective forms set out in schedule 10 (*Form of notice of charge of Account*).

9.4 Change of Account Bank

9.4.1 The Account Bank may only be changed to another bank or financial institution with the consent of the Security Trustee.

9.4.2 A change only becomes effective when the proposed new Account Bank agrees with the Security Trustee and the relevant Chargors (in a manner satisfactory to the Security Trustee) to fulfil the role of the Account Bank under this Debenture.

9.4.3 If there is a change of Account Bank, the net amount (if any) standing to the credit of the relevant Accounts maintained with the previous Account Bank will be transferred to the corresponding Accounts maintained with the new Account Bank promptly upon the appointment taking effect. By execution of this Debenture each Chargor irrevocably gives all authorisations and instructions necessary for any such transfer to be made.

9.4.4 Each Chargor shall take any action which the Security Trustee requires to facilitate a change of Account Bank and any transfer of credit balances (including the execution of bank mandate forms) and irrevocably appoints the Security Trustee as its attorney to take any such action if that Chargor should fail to do so.

- 9.5** No monies at any time standing to the credit of any account (of any type and however designated) of any Chargor with the Security Trustee and/or any other Secured Party (or any of them) or in which any Chargor has an interest (and no rights and benefits relating thereto) shall be capable of being assigned to any person other than a Secured Party.

10. INSURANCES

- 10.1** Each Chargor shall at all times comply with its obligations as to insurance contained in the Facilities Agreement (and in particular, clause 24.22 (*Insurance*) of the Facilities Agreement).

- 10.2** If at any time any Chargor defaults in:

- (a) effecting or keeping up the insurances (i) required under the Facilities Agreement or (ii) referred to in this Clause; or
- (b) producing any insurance policy or receipt to the Security Trustee on demand,

the Security Trustee may (without prejudice to its rights under Clause 18.3 (*Security Trustee's power to remedy breaches*)) take out or renew such policies of insurance in any sum which the Security Trustee may reasonably think expedient. All monies which are expended by the Security Trustee in doing so shall be deemed to be properly paid by the Security Trustee and shall be reimbursed by such Chargor on demand.

- 10.3** Each Chargor shall notify the Security Trustee if any claim arises or is made under the Insurances relating to such Chargor or any of its assets.

- 10.4** Each Chargor shall, subject to the rights of the Security Trustee under Clause 10.5 below, diligently pursue its rights under the Insurances.

- 10.5** In relation to the proceeds of Insurances:

- (a) the Security Trustee shall be first loss payee and co-insured under and have the sole right to settle or sue for any such claim (but before a Default shall do so as agent for the relevant Chargor) and to give any discharge for insurance monies; and
- (b) all claims and monies received or receivable by a Chargor under any Insurances shall (subject to the rights or claims of any lessor or landlord of any part of the Charged Property) be applied in accordance with the Facilities Agreement (or if no requirement as to application is imposed and the Security Trustee gives its prior written consent) in repairing, replacing, restoring or rebuilding the property damaged or destroyed or, after the occurrence of an Event of Default which is continuing, in permanent reduction of the Secured Obligations in accordance with the Facilities Agreement.

11. REAL PROPERTY

11.1 Property: notification

Each Chargor shall as soon as reasonably practicable notify the Security Trustee of any contract, conveyance, transfer or other disposition or the acquisition by such Chargor (or its nominee(s)) of any Real Property.

11.2 General property undertakings

11.2.1 Each Chargor shall maintain all buildings and erections forming part of the Charged Property in a good state of repair.

11.2.2 No Chargor shall 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.

11.2.3 No Chargor shall do, or permit to be done, anything as a result of which any lease may be liable to forfeiture or otherwise be determined.

11.2.4 Each Chargor shall permit the Security Trustee and any person nominated by it at all reasonable times with reasonable notice to enter any part of the Real Property and view the state of it.

12. ENFORCEMENT OF SECURITY

12.1 Enforcement

At any time after the occurrence of an Event of Default which is continuing, or if a Chargor requests the Security Trustee to exercise any of its powers under this Debenture or any Mortgage, the security created by or pursuant to this Debenture is immediately enforceable and the Security Trustee may, without notice to any Chargor or prior authorisation from any court, in its absolute discretion:

12.1.1 enforce all or any part of that security (at the times, in the manner and on the terms it thinks fit) and take possession of and hold or dispose of all or any part of the Charged Property and the Security Trustee (or its nominee(s)) shall have an immediate and absolute power of sale or other disposition over the Charged Property (including, without limitation, the power to execute, seal, deliver or otherwise complete any transfers or other documents required to vest any of the Shares and/or Related Rights in the Security Trustee, any of its nominees or in any purchaser of any of the Shares and/or Related Rights); and

- 12.1.2** whether or not it has appointed a Receiver, exercise all or any of the powers, authorities and discretions conferred by the Act (as varied or extended by this Debenture and each Mortgage) on mortgagees and by this Debenture and each Mortgage on any Receiver or otherwise conferred by law on mortgagees or Receivers.

12.2 No liability as mortgagee in possession

Neither the Security Trustee nor any of its nominees nor any Receiver shall be liable to account as a mortgagee in possession in respect of all or any part of the Charged Property or be liable for any loss upon realisation or for any neglect, default or omission in connection with the Charged Property to which a mortgagee or mortgagee in possession might otherwise be liable, and in particular the Security Trustee (or its nominee(s)) or any Receiver shall not be liable for any loss occasioned by any exercise or non-exercise of rights attached to the Shares or the Related Rights or by any failure to report to any Chargor any notice or other communication received in respect of the Shares.

12.3 Right of appropriation

To the extent that any of the Charged Property constitutes "financial collateral" and this Debenture and the obligations of any Chargor hereunder constitute a "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226) (the *Regulations*)) the Security Trustee shall have the right to appropriate all or any part of such financial collateral in or towards discharge of the Secured Obligations. For this purpose, the parties agree that the value of such financial collateral so appropriated shall be (a) in the case of cash, the amount standing to the credit of each of the Accounts, together with any accrued but unposted interest, at the time the right of appropriation is exercised; and (b) in the case of Investments and/or Shares, the market price of such Investments and/or Shares determined by the Security Trustee by reference to a public index or by such other process as the Security Trustee may select, including independent valuation. In each case, the parties agree that the method of valuation provided for in this Debenture shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

12.4 Effect of moratorium

The Security Trustee shall not be entitled to exercise its rights under Clause 12.1 (*Enforcement*), Clause 14.1 (*Appointment and removal*) (other than Clause 14.1.5) or Clause 4 (*Crystallisation of Floating Charge*) where the right arises as a result of an Event of Default occurring solely due to any person obtaining or taking steps to obtain a moratorium pursuant to Schedule A1 of the Insolvency Act 1986.

13. EXTENSION AND VARIATION OF THE ACT

13.1 Extension of powers

The power of sale or other disposal conferred on the Security Trustee, its nominee(s) and any Receiver by this Debenture and each Mortgage shall operate as a variation and extension of the statutory power of sale under Section 101 of the Act and such power shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) on execution of this Debenture and each Mortgage.

13.2 Restrictions

The restrictions contained in Sections 93 and 103 of the Act shall not apply to this Debenture and each Mortgage or to the exercise by the Security Trustee of its right to consolidate all or any of the security created by or pursuant to this Debenture and each Mortgage with any other Security in existence at any time or to its power of sale, which powers may be exercised by the Security Trustee without notice to any Chargor on or at any time after the occurrence of an Event of Default which is continuing.

13.3 Power of leasing

The statutory powers of leasing may be exercised by the Security Trustee at any time on or after the occurrence of an Event of Default which is continuing and the Security Trustee and any Receiver may make any lease or agreement for lease, accept surrenders of leases and grant options on such terms as it shall think fit, without the need to comply with any restrictions imposed by Sections 99 and 100 of the Act.

13.4 Transfer of Security

13.4.1 At any time after the occurrence of an Event of Default which is continuing, the Security Trustee may:

- (a) redeem any prior Security against any Charged Property; and/or
- (b) procure the transfer of any such Security to itself; and/or
- (c) settle and pass the accounts of the prior mortgagee or chargee; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on each Chargor.

13.4.2 Each Chargor shall pay to the Security Trustee as soon as reasonably practicable following demand the costs and expenses incurred by the Security Trustee in taking any action contemplated by Clause 13.4.1, including the payment of any principal or interest.

13.5 Suspense account

If the security created by this Debenture is enforced at a time when no amount is due under the Finance Documents but at a time when amounts may or will become due, the Security Trustee (or any Receiver) may pay the proceeds of any recoveries effected by it into a suspense account being at least at such rate (if any) as the Security Trustee may determine.

14. APPOINTMENT OF RECEIVER OR ADMINISTRATOR

14.1 Appointment and removal

After the occurrence of an Event of Default which is continuing or if requested to do so by any Chargor, the Security Trustee may by deed or otherwise (acting through an authorised officer of the Security Trustee), without prior notice to any Chargor and in relation to each Chargor:

- 14.1.1** appoint one or more persons to be a Receiver of the whole or any part of the Charged Property;
- 14.1.2** appoint two or more Receivers of separate parts of the Charged Property;
- 14.1.3** remove (so far as it is lawfully able) any Receiver so appointed;
- 14.1.4** appoint another person(s) as an additional or replacement Receiver(s); and
- 14.1.5** appoint one or more persons to be an administrator of such Chargor.

14.2 Capacity of Receivers

Each person appointed to be a Receiver pursuant to Clause 14.1 (*Appointment and removal*) shall be:

- 14.2.1** entitled to act individually or together with any other person appointed or substituted as Receiver;
- 14.2.2** for all purposes shall be deemed to be the agent of the relevant Chargor which shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration and no Receiver shall at any time act as agent for the Security Trustee; and
- 14.2.3** entitled to remuneration for his services at a rate to be fixed by the Security Trustee from time to time (without being limited to the maximum rate specified by the Act).

14.3 Statutory powers of appointment

The powers of appointment of a Receiver shall be in addition to all statutory and other powers of appointment of the Security Trustee under the Act (as extended by this Debenture and each Mortgage) or otherwise and such powers shall remain exercisable from time to time by the Security Trustee in respect of any part of the Charged Property. Except as provided in Clause 12.4 (*Effect of moratorium*), any restriction imposed by law on the right of a mortgagee to appoint a receiver (including under section 109(1) of the Act) does not apply to this Debenture.

15. POWERS OF RECEIVER

Every Receiver shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up or dissolution of a Chargor) have and be entitled to exercise, in relation to the Charged Property (and any assets of a Chargor which, when got in, would be Charged Property) in respect of which he was appointed, and as varied and extended by the provisions of this Debenture (in the name of or on behalf of the relevant Chargor or in his own name and, in each case, at the cost of such Chargor):

- 15.1.1** all the powers conferred by the Act on mortgagors and on mortgagees in possession and on receivers appointed under the Act;
- 15.1.2** all the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);
- 15.1.3** all the powers and rights of an absolute owner and power to do or omit to do anything which relevant Chargor itself could do or omit to do; and
- 15.1.4** the power to do all things (including bringing or defending proceedings in the name or on behalf of the relevant Chargor) which seem to the Receiver to be incidental or conducive to (a) any of the functions, powers, authorities or discretions conferred on or vested in him or (b) the exercise of the Collateral Rights (including realisation of all or any part of the Charged Property) or (c) bringing to his hands any assets of the relevant Chargor forming part of, or which when got in would be, Charged Property.

16. APPLICATION OF MONIES

All monies received or recovered by the Security Trustee, its nominee(s) or any Receiver pursuant to this Debenture and each Mortgage or the powers conferred by it shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the Act) be applied first in the payment of the costs, charges and expenses incurred and payments made by the Receiver, the payment of his remuneration and the discharge of any liabilities incurred by the Receiver in, or incidental to, the exercise of any of his powers, and thereafter shall be applied by the

Security Trustee (notwithstanding any purported appropriation by any Chargor) in accordance with clause 12 (*Application of Recoveries*) of the Intercreditor Agreement.

17. PROTECTION OF PURCHASERS

17.1 Consideration

The receipt of the Security Trustee, its nominee(s) or any Receiver shall be conclusive discharge to a purchaser and, in making any sale or disposal of any of the Charged Property or making any acquisition, the Security Trustee, its nominee(s) or any Receiver may do so for such consideration, in such manner and on such terms as it thinks fit.

17.2 Protection of purchasers

No purchaser or other person dealing with the Security Trustee, its nominee(s) or any Receiver shall be bound to inquire whether the right of the Security Trustee, such nominee(s) or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any propriety or regularity on the part of the Security Trustee, such nominee(s) or such Receiver in such dealings.

18. POWER OF ATTORNEY

18.1 Appointment and powers

Each Chargor by way of security irrevocably appoints the Security Trustee and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be required for:

18.1.1 carrying out any obligation imposed on such Chargor by this Debenture (including the completion, execution and delivery of any Mortgages, deeds, charges, assignments or other security and any transfers of the Charged Property); and

18.1.2 enabling the Security Trustee and any Receiver to exercise, or delegate the exercise of, any of the rights, powers, authorities and discretions conferred on them by or pursuant to this Debenture or any Mortgage or by law (including, the exercise of any right of a legal or beneficial owner of the Charged Property) and (without prejudice to the generality of the foregoing) to execute as a deed or under hand and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which it may reasonably deem proper in or for the purpose of exercising any of such rights, powers, authorities and discretions.

18.2 Ratification

Each Chargor shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers.

18.3 Security Trustee's power to remedy breaches

If at any time any Chargor fails to perform any of the covenants contained in this Debenture it shall be lawful for the Security Trustee, but the Security Trustee shall have no obligation, to take such action on behalf of such Chargor (including, without limitation, the payment of money) as may in the Security Trustee's reasonable opinion be required to ensure that such covenants are performed. Any losses, costs, charges and expenses incurred by the Security Trustee in taking such action shall be reimbursed by such Chargor on demand.

19. EFFECTIVENESS OF SECURITY

19.1 Continuing security

19.1.1 The security created by or pursuant to this Debenture and any Mortgage shall remain in full force and effect as a continuing security for the Secured Obligations unless and until the Secured Obligations have been irrevocably and unconditionally discharged in full and the Finance Parties have no further obligation to make any advance available to any Obligor pursuant to any Finance Document.

19.1.2 No part of the security from time to time intended to be constituted by the Debenture will be considered satisfied or discharged by any intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.

19.2 Cumulative rights

The security created by or pursuant to this Debenture and any Mortgage and the Collateral Rights shall be cumulative, in addition to and independent of every other security which the Security Trustee or any Secured Party may at any time hold for the Secured Obligations or any other obligations or any rights, powers and remedies provided by law. No prior security held by the Security Trustee (whether in its capacity as trustee or otherwise) or any of the other Secured Parties over the whole or any part of the Charged Property shall merge into the security constituted by this Debenture and any Mortgage.

19.3 No prejudice

The security created by or pursuant to this Debenture and any Mortgage and the Collateral Rights shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to any Chargor or any other person, or the Security Trustee (whether in its capacity as trustee or otherwise) or any of the other Secured Parties or by any variation of the terms of the trust upon which the Security Trustee holds the security or by any other thing which might otherwise prejudice that security or any Collateral Right.

19.4 Remedies and waivers

No failure on the part of the Security Trustee to exercise, or any delay on its part in exercising, any Collateral Right shall operate as a waiver of that Collateral Right, nor shall any single or partial exercise of any Collateral Right preclude any further or other exercise of that or any other Collateral Right.

19.5 No liability

None of the Security Trustee, its nominee(s) or any Receiver shall be liable by reason of (a) taking any action permitted by this Debenture or any Mortgage or (b) any neglect or default in connection with the Charged Property or (c) taking possession of or realising all or any part of the Charged Property (unless such loss or damage is caused by its or his gross negligence or wilful default).

19.6 Partial invalidity

If, at any time, any provision of this Debenture or any Mortgage is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Debenture or any Mortgage nor of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby and, if any part of the security intended to be created by or pursuant to this Debenture or any Mortgage is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the security.

19.7 Waiver of defences

The obligations of each Chargor under this Debenture and each Mortgage will not be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under this Debenture and each Mortgage (without limitation and whether or not known to it or any Secured Party) including:

- 19.7.1** any time, indulgence, waiver or consent granted to, or composition with, any person; or
- 19.7.2** the release of any person under the terms of any composition or arrangement with any creditor of any member of the Group; or
- 19.7.3** the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security; or
- 19.7.4** any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any person; or

19.7.5 any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case however fundamental and of whatsoever nature) or replacement of a Finance Document or any other document or security or of the Secured Obligations (including, without limitation, any increase to the Secured Obligations as may be agreed by the Borrower from time to time); or

19.7.6 any unenforceability, illegality, invalidity, voidability or non-provability of any obligation of any person under any Finance Document or any other document or security or of the Secured Obligations; or

19.7.7 any insolvency or similar proceedings.

19.8 Immediate recourse

Each Chargor waives any right it may have of first requiring any Secured Party (or the Security Trustee or agent on its behalf) to proceed against any other Chargor or Obligor or any other person or enforce any other rights or security or claim payment from any person before claiming from such Chargor under this Debenture or any Mortgage. This waiver applies irrespective of any law or any provision of this Debenture to the contrary or any Mortgage.

19.9 Deferral of rights

Until such time as the Secured Obligations have been discharged in full, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under this Debenture or any Mortgage:

19.9.1 to be indemnified by any Obligor;

19.9.2 to claim any contribution from any other Chargor or any guarantor of any Obligor's obligations under this Debenture or under any other Finance Document; and/or

19.9.3 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, this Debenture or any Mortgage by any Secured Party.

20. RELEASE OF SECURITY

20.1 Redemption of security

Upon the Secured Obligations being discharged in full and none of the Secured Parties being under any further actual or contingent obligation to make advances or provide other financial accommodation to any Chargor, any Obligor or any other person under any of the Finance Documents, the Security Trustee shall, at the request and cost of the Chargors, release and cancel the security constituted by this

Debenture and procure the reassignment to the relevant Chargors of the property and assets assigned to the Security Trustee pursuant to this Debenture, in each case subject to Clause 20.2 (*Avoidance of payments*) and without recourse to, or any representation or warranty by, the Security Trustee or any of its nominees.

20.2 Avoidance of payments

If the Security Trustee reasonably considers that any amount paid or credited to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws the liability of each Chargor under, and the security created by, this Debenture shall continue and such amount shall not be considered to have been irrevocably paid.

21. SET-OFF

21.1 Each Chargor authorises the Security Trustee (but the Security Trustee shall not be obliged to exercise such right) to set off against the Secured Obligations (prior to occurrence of an Event of Default which has occurred and is continuing to the extent due and payable but unpaid) any amount or other obligation (contingent or otherwise) owing by the Security Trustee to such Chargor and apply any credit balance to which such Chargor is entitled on any account with the Security Trustee in accordance with Clause 16 (*Application of monies*) (notwithstanding any specified maturity of any deposit standing to the credit of any such account).

21.2 Without prejudice to any right of set-off the Security Trustee may have under any other Finance Document or otherwise, if any time deposit matures on any account a Chargor has with the Security Trustee prior to the release of all of the Charged Property pursuant to Clause 20.1 (*Redemption of security*) when:

21.2.1 an Event of Default has occurred and is continuing; and

21.2.2 no Secured Obligation is due and payable,

that time deposit will automatically be renewed for any further maturity which the Security Trustee considers appropriate.

22. SUBSEQUENT SECURITY INTERESTS

If the Security Trustee (acting in its capacity as trustee or otherwise) or any of the other Secured Parties at any time receives or is deemed to have received notice of any subsequent Security affecting all or any part of the Charged Property or any assignment or transfer of the Charged Property which is prohibited by the terms of this Debenture or any Mortgage or the Facilities Agreement, all payments made thereafter by or on behalf of any Chargor to the Security Trustee (whether in its capacity as trustee or otherwise) or any of the other Secured Parties shall be treated as having been credited to a new account of such Chargor and not as having been applied in reduction of the Secured Obligations as at the time when the Security Trustee received such notice.

23. ASSIGNMENT

The Security Trustee may assign and transfer all or any of its rights and obligations under this Debenture or any Mortgage and disclose information concerning each Chargor and this Debenture or any Mortgage to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by any applicable law in accordance with the terms of the Facilities Agreement.

24. NOTICES

The provisions of clause 33 (*Notices*) of the Facilities Agreement shall apply to this Debenture.

25. DISCRETION AND DELEGATION

25.1 Discretion

Any liberty or power which may be exercised or any determination which may be made under this Debenture or under any Mortgage by the Security Trustee or any Receiver may, subject to the terms and conditions of the Intercreditor Agreement, be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

25.2 Delegation

Each of the Security Trustee and any Receiver shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Debenture (including the power of attorney) or any Mortgage on such terms and conditions as it shall see fit which delegation shall not preclude either the subsequent exercise any subsequent delegation or any revocation of such power, authority or discretion by the Security Trustee or the Receiver itself. Neither the Security Trustee nor any Receiver shall be in any way liable or responsible to any Chargor for any loss or damage arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate.

26. COUNTERPARTS

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

27. GOVERNING LAW

This Debenture and all matters including non-contractual obligations arising out of or in connection with it are governed by English law.

28. JURISDICTION

28.1 English courts

The courts of England have exclusive jurisdiction to settle any dispute arising out of, or connected with this Debenture or any Mortgage (including a dispute regarding the existence, validity or termination of this Debenture or any Mortgage or the consequences of its nullity or any non-contractual obligations arising out of or in connection with this Debenture or any Mortgage) (a *Dispute*).

28.2 Convenient forum

The parties to this Debenture agree that the courts of England are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary.

28.3 Exclusive jurisdiction

This Clause 28 is for the benefit of the Security Trustee only. As a result and notwithstanding Clause 28.1 (*English courts*), it does not prevent the Security Trustee from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law the Security Trustee may take concurrent proceedings in any number of jurisdictions.

THIS DEBENTURE has been signed on behalf of the Security Trustee and executed as a deed by each Original Chargor and is delivered by it on the date specified above.

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**SCHEDULE 1
ORIGINAL CHARGORS**

Name	Jurisdiction	Registered Number	Registered Office
Richmond Group Limited	England & Wales	05230353	Walton House, 56-58 Richmond Hill, Bournemouth, BH2 6EX
R G Catering Limited	England & Wales	05391989	Walton House, 56-58 Richmond Hill, Bournemouth, BH2 6EX
Amigo Loans Ltd	England & Wales	04841153	Walton House, 56-58 Richmond Hill, Bournemouth, BH2 6EX
Amigo Management Services Ltd	England & Wales	05391984	Walton House, 56-58 Richmond Hill, Bournemouth, BH2 6EX

**SCHEDULE 2
DETAILS OF REAL PROPERTY**

Part I - Registered Land

(Freehold or leasehold property (if any) in England and Wales of which the relevant Chargor is registered as the proprietor at the Land Registry)

Chargor	County and District/ London Borough	Description of Property	Title Number
Richmond Group Limited	Weymouth	Walton House, Richmond Hill, Bournemouth, BH2 6EX	DT294892
Amigo Management Services Limited	Weymouth	The lease dated 9 July 2013 for the term of 10 years between (1) Robert McKay Kay, (2) Amigo Management Services Limited (formerly FLM Management Services Limited) and (3) Richmond Group Limited	DT402550

Part II - Unregistered Land

(Freehold or leasehold property (if any) in England and Wales title to which is not registered at the Land Registry of which the relevant Chargor is the owner)

The freehold/leasehold property known as and comprised in the following title deed(s) or other document(s) of title:

Chargor	Description	Date	Document	Parties
<i>None as at the date of this Debenture</i>				

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**SCHEDULE 3
DETAILS OF INTELLECTUAL PROPERTY**

None as at the date of this Debenture.

**SCHEDULE 4
DETAILS OF SHARES**

Chargor	Name of Company in which Shares are held	Class of Shares	Number of Shares held	Issued Share Capital
Richmond Group Limited	Amigo Loans Ltd	Ordinary	100	100 ordinary shares of £1 each
Richmond Group Limited	R G Catering Limited	Ordinary	2	2 ordinary shares of £1 each
Amigo Loans Ltd	Amigo Management Services Ltd	Ordinary	2	2 ordinary shares of £1 each
Amigo Loans Ltd	FLM 002 Ltd	Ordinary	2	2 ordinary shares of £1 each

**SCHEDULE 5
DETAILS OF ACCOUNTS****Part I Collection Account**

Account Holder	Account Name	Account Number	Account Bank	Sort code
Amigo Loans Ltd	Amigo Collections Blocked	[REDACTED]	National Westminster Bank Plc	[REDACTED]

Part II Other Accounts

Account Holder	Account Name	Account Number	Account Bank	Sort code
Amigo Loans Ltd	Amigo Funding/Payout	[REDACTED]	National Westminster Bank Plc	[REDACTED]

**SCHEDULE 6
FORM OF NOTICE OF ASSIGNMENT OF INSURANCES**

To: [Insurer]

Date: [•]

Dear Sirs,

[DESCRIBE INSURANCE POLICIES] DATED [•] BETWEEN (1) YOU AND (2) [•] (THE CHARGOR)

1. On 14 March 2011 and 13 February 2012, we gave notice that by a debenture dated 14 March 2011 and a debenture dated 13 February 2012, that we had assigned to The Royal Bank of Scotland plc (in its capacity as security trustee for certain banks and others) all our present and future right, title and interest in and to certain insurance policies. Without prejudice to the aforementioned assignment which shall remain valid and shall subsist in the manner expressed on 14 March 2011 and 13 February 2012 we hereby give notice that, by a debenture dated [•] (the **Debenture**), we have assigned to The Royal Bank of Scotland plc (the **Security Trustee**) as Security Trustee for certain banks and others (as referred to in the **Debenture**) all our present and future right, title and interest in and to *[insert insurance policy details]* (together with any other agreement supplementing or amending the same) (the **Insurances**) including all rights and remedies in connection with the Insurances and all proceeds and claims arising from the Insurances.
2. We irrevocably authorise and instruct you from time to time:
 - (a) to disclose to the Security Trustee at our expense (without any reference to or further authority from us and without any enquiry by you as to the justification for such disclosure) such information relating to the Insurances as the Security Trustee may from time to time request;
 - (b) to hold all sums from time to time due and payable by you to us under the Insurances to the order of the Security Trustee;
 - (c) to pay or release all or any part of the sums from time to time due and payable by you to us under the Insurances only in accordance with the written instructions given to you by the Security Trustee from time to time;
 - (d) to comply with any written notice or instructions in any way relating to (or purporting to relate to) the Debenture, the sums payable to us from time to time under the Insurances or the debts represented by them which you may receive from the Security Trustee (without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction); and
 - (e) to send copies of all notices and other information given or received under the Insurances to the Security Trustee.
3. We irrevocably instruct you, with effect from the date of this notice, to note on the relevant Insurances the Security Trustee's interest as first loss payee, co-insured and as

TRAVERS SMITH

first priority assignee of the Insurances and the rights, remedies, proceeds and claims referred to above.

4. We are not permitted to receive from you, otherwise than through the Security Trustee, any amount in respect of or on account of the sums payable to us from time to time under the Insurances or to agree any amendment or supplement to, or waive any obligation under, the Insurances without the prior written consent of the Security Trustee.
5. This notice may only be revoked or amended with the prior written consent of the Security Trustee.
6. Please confirm by completing the enclosed copy of this notice and returning it to the Security Trustee (with a copy to us) that you agree to the above and that:
 - (a) you accept the instructions and authorisations contained in this notice and you undertake to comply with this notice;
 - (b) you have not, at the date this notice is returned to the Security Trustee, received notice of the assignment or charge, the grant of any security or the existence of any other interest of any third party in or to the Insurances or any proceeds of them or any breach of the terms of any Insurance and you will notify the Security Trustee promptly if you should do so in future;
 - (c) you will not permit any sums to be paid to us or any other person under or pursuant to the Insurances without the prior written consent of the Security Trustee; and
 - (d) you will not exercise any right to terminate, cancel, vary or waive the Insurances or take any action to amend or supplement the Insurances without the prior written consent of the Security Trustee.
7. This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English law.

Yours faithfully

for and on behalf
of **[Name of
Chargor]**

TRAVERS SMITH

Acknowledgment

To: The Royal Bank of Scotland plc
as Security Trustee
Syndicated Loans Agency
The Royal Bank of Scotland plc
Level 8
250 Bishopsgate
London EC2M 4AA
Attention of Lee Donnithorne

Copy to: [NAME OF CHARGOR]

Dear Sirs

We acknowledge receipt of the above notice and consent and agree to its terms. We confirm and agree to the matters set out in paragraph 6 in the above notice.

for and on behalf of [●]

Dated: [●]

for and on behalf
of *[Name of
Chargor]*

SCHEDULE 7
FORM OF NOTICE OF ASSIGNMENT OF SPECIFIC CONTRACT

To: [Counterparty]

Date: [•]

Dear Sirs,

RE: [DESCRIBE RELEVANT CONTRACT] DATED [•] BETWEEN (1) YOU AND (2) [•] (THE CHARGOR)

We hereby give you notice that we have assigned to The Royal Bank of Scotland plc (the **Security Trustee**) pursuant to a debenture entered into by us in favour of the Security Trustee dated [•] (the **Debenture**) all our right, title and interest in and to [insert details of contract] (the **Contract**) including all monies which may be payable to us in respect of the Contract.

1. On 14 March 2011 and 13 February 2012, we gave notice that by a debenture dated 14 March 2011 and debenture dated 13 February 2012 we had assigned to The Royal Bank of Scotland plc (in its capacity as security trustee for certain banks and others) all our present and future right, title and interest in and to certain relevant contracts. Without prejudice to the aforementioned assignment which shall remain valid and shall subsist in the manner expressed on 14 March 2011 and 13 February 2012, we hereby give notice that, by a debenture dated [•] (the **Debenture**), we have assigned to The Royal Bank of Scotland plc (the **Security Trustee**) as Security Trustee for certain banks and others (as referred to in the **Debenture**) all our present and future right, title and interest in and to [insert details of Relevant Contract] (together with any other agreement supplementing or amending the same, the **Agreement**) including all rights and remedies in connection with the Agreement and all proceeds and claims arising from the Agreement.
2. We irrevocably authorise and instruct you from time to time:
 - (a) to disclose to the Security Trustee at our expense (without any reference to or further authority from us and without any enquiry by you as to the justification for such disclosure), such information relating to the Agreement as the Security Trustee may from time to time request; and
 - (b) to send copies of all notices and other information given or received under the Agreement to the Security Trustee.
3. If at any time the Security Trustee gives you notice that an Event of Default (as such term is defined in a facilities agreement between, inter alios, us and the Security Trustee) has occurred, we irrevocably authorise and instruct you:
 - (a) [to hold all sums from time to time due and payable by you to us under the Agreement to the order of the Security Trustee;
 - (b) to pay or release all or any part of the sums from time to time due and payable by you to us under the Agreement only in accordance with the written instructions given to you by the Security Trustee from time to time;] [for agreements under which the notice giver is a payee rather than a payer]; and

TRAVERS SMITH

- (c) to comply with any written notice or instructions in any way relating to, or purporting to relate to, the Debenture or the Agreement or the debts represented thereby which you receive at any time from the Security Trustee without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction.
- 4. We are not permitted to agree any amendment or supplement to, or waive any obligation under, the Agreement without the prior written consent of the Security Trustee.
- 5. We are not permitted to exercise any rights to terminate the Agreement without the prior written consent of the Security Trustee.
- 6. This notice may only be revoked or amended with the prior written consent of the Security Trustee.
- 7. Please confirm by completing the enclosed copy of this notice and returning it to the Security Trustee (with a copy to us) that you agree to the above and that:
 - (d) you accept the instructions and authorisations contained in this notice and you undertake to comply with this notice;
 - (e) you have not, at the date this notice is returned to the Security Trustee, received notice of the assignment or charge, the grant of any security or the existence of any other interest of any third party in or to the Agreement or any proceeds of it and you will notify the Security Trustee promptly if you should do so in future;
 - (f) [at any time after the Security Trustee gives you notice that it is taking action under and in connection with the Debenture, you will not permit any sums to be paid to us or any other person (other than the Security Trustee) under or pursuant to the Agreement without the prior written consent of the Security Trustee] [for agreements under which the notice giver is a payee rather than a payer];
 - (g) you will not exercise any right to terminate the Agreement or take any action to amend or supplement the Agreement without the prior written consent of the Security Trustee; and
 - (h) [you will immediately notify the Security Trustee of any circumstances which might trigger your right to terminate the Agreement and to the extent such right to terminate is capable of remedy within the relevant grace periods set out in the Agreement, the Security Trustee will have the right (but not the obligation) to remedy such breach.] [*for Servicing Agreement*]
- 8. This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English law.

Yours faithfully,

TRAVERS SMITH

for and on behalf of

[Chargor]

TRAVERS SMITH

Acknowledgement

To: The Royal Bank of Scotland plc
as Security Trustee
Syndicated Loans Agency
The Royal Bank of Scotland plc
Level 8
250 Bishopsgate
London EC2M 4AA
Attention of Lee Donnithorne

Copy to: [NAME OF CHARGOR]

Date: [•]

We acknowledge receipt of the above notice and consent and agree to its terms. We confirm and agree to the matters set out in paragraph 7 of the above notice.

For and on behalf of [Counterparty]

By:

Date: [•]

TRAVERS SMITH

**SCHEDULE 8
FORM OF LEGAL MORTGAGE**

DATED []

[INSERT NAME OF COMPANY]

and

THE ROYAL BANK OF SCOTLAND PLC

MORTGAGE

TRAVERS SMITH

THIS DEED is dated [] between:

- (1) [INSERT NAME OF COMPANY], a company registered in [*] with registered number [*] and registered office address [*] (the **Chargor**); and
- (2) **THE ROYAL BANK OF SCOTLAND PLC** as security trustee for the Secured Parties on the terms and conditions set out in the Intercreditor Agreement (the **Security Trustee**, which expression shall include any person for the time being appointed as trustee or as an additional trustee for the purpose of, and in accordance with, the Intercreditor Agreement).

BACKGROUND:

It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. DEFINITIONS

- 1.1 Terms defined in the Facilities Agreement shall, unless otherwise defined in the Debenture or this Mortgage, have the same meaning in this Mortgage and in addition:

Debenture means the debenture dated [*] 2016 between, inter alia, the **Chargor** and [*Security Trustee*] as the **Security Trustee**.

Facilities Agreement means the revolving credit facility agreement originally dated 14 March 2011 as amended and restated by an amendment and restatement agreement dated 13 February 2012, amended by an amendment letter dated 12 September 2012, amended and restated by an amendment and restatement deed dated 5 February 2015 and amended and restated by an amendment and restatement deed dated on [*] 2016 and made between, among others, (1) Amigo Loans Ltd as borrower (2) Amigo Management Services Ltd as servicer (3) Richmond Group Limited as parent (4) The Royal Bank of Scotland plc as facility agent and (5) the **Security Trustee**, as amended, varied, novated or supplemented from time to time.

Mortgaged Property means:

- (a) the property specified in the Schedule (*Details of Mortgaged Property*); and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property,

and includes all Related Rights.

Permitted Security has the meaning given to it in the Facilities Agreement.

Related Rights means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;

- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset; and
- (d) any monies and proceeds paid or payable in respect of that asset.

1.2 This Mortgage is supplemental to the Debenture. Clauses 1.2 (*Interpretation*), 6.1 (*Further assurance: general*), 6.4 (*Implied covenants for title*), 12 (*Enforcement of security*), 13 (*Extension and variation of the Act*), 14 (*Appointment of Receiver or Administrator*), 15 (*Powers of Receiver*), 18 (*Power of attorney*), 27 (*Governing Law*) and 28 (*Jurisdiction*) of the Debenture are incorporated into this Mortgage as if references in those clauses to this Debenture were references to that Mortgage and as if all references in those clauses to Charged Property were references to the assets of the Chargor from time to time charged in favour of, or assigned (whether at law or in equity) to, the Security Trustee by or pursuant to this Mortgage

2. FIXED SECURITY

The Chargor hereby charges with full title guarantee in favour of the Security Trustee as security for the payment and discharge of the Secured Obligations, by way of legal mortgage all the Chargor's right, title and interest from time to time in the Mortgaged Property.

3. IMPLIED COVENANTS FOR TITLE

TRAVERS SMITH

3.1 The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clause 1.2 (*This Mortgage Is Supplemental To The Debenture*). Clauses 1.2 (*Interpretation*), 6.1 (*Further Assurance: General*), 6.4 (*Implied Covenants For Title*), 12 (*Enforcement Of Security*), 13 (*Extension And Variation Of The Act*), 14 (*Appointment Of Receiver Or Administrator*), 15 (*Powers Of Receiver*), 18 (*Power Of Attorney*), 27 (*Governing Law*) And 28 (*Jurisdiction*) Of The Debenture Are Incorporated Into This Mortgage As If References In Those Clauses To This Debenture Were References To That Mortgage And As If All References In Those Clauses To Charged Property Were References To The Assets Of The Chargor From Time To Time Charged In Favour Of, Or Assigned (Whether At Law Or In Equity) To, The Security Trustee By Or Pursuant To This Mortgage

3.2 FIXED Security).

3.3 It shall be implied in respect of Clause 1.2 (*This Mortgage Is Supplemental To The Debenture*). Clauses 1.2 (*Interpretation*), 6.1 (*Further Assurance: General*), 6.4 (*Implied Covenants For Title*), 12 (*Enforcement Of Security*), 13 (*Extension And Variation Of The Act*), 14 (*Appointment Of Receiver Or Administrator*), 15 (*Powers Of Receiver*), 18 (*Power Of Attorney*), 27 (*Governing Law*) And 28 (*Jurisdiction*) Of The Debenture Are Incorporated Into This Mortgage As If References In Those Clauses To This Debenture Were References To That Mortgage And As If All References In Those Clauses To Charged Property Were References To The Assets Of The Chargor From Time To Time Charged In Favour Of, Or Assigned (Whether At Law Or In Equity) To, The Security Trustee By Or Pursuant To This Mortgage

3.4 FIXED Security) that the Chargor is disposing of the Mortgaged Property free from all charges and incumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

4. APPLICATION TO THE CHIEF LAND REGISTRAR

The Chargor hereby consents to an application being made to the Chief Land Registrar to enter the following restriction in the Proprietorship register of any property which is, or is required to be, registered forming part of the Mortgaged Property:

"No [disposition or specify type of disposition] of the registered estate [(other than a charge)] by the proprietor of the registered estate [, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction,] is to be registered without a written consent signed by the proprietor for the time being of the mortgage dated [*] in favour of [Security Trustee name] of [address] referred to in the charges register or [their conveyancer or specify appropriate details]]."

5. FURTHER ADVANCES

TRAVERS SMITH

5.1 Each Lender is under an obligation to make further advances to the Chargor and that obligation will be deemed to be incorporated into this Mortgage as if set out in this Mortgage.

5.2 The Chargor hereby consents to an application being made to the Chief Land Registrar to enter the obligation to make further advances on the Charges register of any registered land forming part of the Mortgaged Property.

6. RELEASE OF SECURITY

6.1 Redemption of security

Upon the Secured Obligations being discharged in full and none of the Secured Parties being under any further actual or contingent obligation to make advances or provide other financial accommodation to the Chargor, an Obligor or any other person under any agreement between the Security Trustee and the Chargor, the Security Trustee shall, at the request and cost of the Chargor, release and cancel the security constituted by this Mortgage and procure the reassignment to the Chargor of the property and assets assigned to the Security Trustee pursuant to this Mortgage, in each case subject to Clause 20.2 (*Avoidance of payments*) and without recourse to, or any representation or warranty by, the Security Trustee or any of its nominees.

6.2 Avoidance of payments

If the Security Trustee reasonably considers that any amount paid or credited to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws the liability of the Chargor under, and the security constituted by, this Debenture shall continue and such amount shall not be considered to have been irrevocably paid.

7. THIRD PARTY RIGHTS

A person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.

8. GOVERNING LAW

This Deed and all matters including non-contractual obligations arising out of or in connection with it are governed by English law.

9. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which shall be deemed an original and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed. Any party may enter into this Mortgage by signing any such counterpart.

THIS DEED has been entered into as a deed on the date stated at the beginning of this Deed.

SCHEDULE **Details of Mortgaged Property**

TRAVERS SMITH

County and District/
London Borough

Description of Property

Title Number

[]

[]

[]

TRAVERS SMITH

**SCHEDULE 9
FORM OF NOTICE OF CHARGE**

To: [Landlord]

Date: [•]

PURSUANT TO the lease of which particulars appear in paragraph 1 below, NOTICE IS HEREBY GIVEN that the disposition, of which particulars appear in paragraph 2 below, has taken place.

1. LEASE

1.1 Date:

1.2 Term:

1.3 Parties: (1)
(2)

1.4 Demised Premises:

2. DISPOSITION: Charge contained in a Debenture

2.1 Date: []

2.2 Parties: (1) [Chargor] as the Chargor
(2) [Security Trustee] as the Security Trustee

2.3 Name and Address of the Security [Security Trustee]
Trustee: [Address]

NOTES: [1. The registration fee is enclosed.]

It is requested that notice be given to the Security Trustee of any breach of covenant by the tenant under the Lease.

This Notice is sent in duplicate and it is requested that one copy is signed as provided below and returned to the Security Trustee.

Signed

[Chargor]

RECEIVED a notice of which this is a duplicate

Signed

[Landlord]

Date:

**SCHEDULE 10
FORM OF NOTICE OF CHARGE OF ACCOUNT**

To: [Account Bank]

Date: [●]

Dear Sirs

RE: ACCOUNT HOLDER [●] (THE CHARGOR)

1. On 14 March 2011 and 13 February 2012, we gave notice that by a debenture dated 14 March 2011 and a debenture 13 February 2012 we had charged to The Royal Bank of Scotland plc (in its capacity as security trustee for certain banks and others) all our present and future right, title and interest in and to certain charged accounts. Without prejudice to the aforementioned charge which shall remain valid and shall subsist in the manner expressed on 14 March 2011 and 13 February 2012 we hereby give further notice that, by a debenture dated [●] (the **Debenture**) we have further charged to The Royal Bank of Scotland plc (the **Security Trustee**) as Security Trustee for certain banks and others (as referred to in the Debenture) all our present and future right, title and interest in and to:
 - (a) the Collection Account (as defined in the schedule to this letter), all monies from time to time standing to the credit of the Collection Account and all additions to or renewals or replacements thereof (in whatever currency); and
 - (b) and all other accounts from time to time maintained with you by [each][the] Chargor and all monies at any time standing to the credit of such accounts,(together the **Charged Accounts**) and to all interest from time to time accrued or accruing on the Charged Accounts, any investment made out of any such monies or account and all rights to repayment of any of the foregoing by you.
2. We advise you that, under the terms of the Debenture, we are not entitled to withdraw any monies from:
 - (a) the Collection Account without first having obtained the prior written consent of the Security Trustee; or
 - (b) any other Charged Accounts without first having obtained the prior written consent of the Security Trustee, except to the extent that such consent is given in this notice.
3. The Security Trustee, by its countersignature of this notice, agrees that [each][the] Chargor may continue to withdraw monies from its Charged Accounts which are not Collection Account until you receive notice from the Security Trustee that it or you may no longer do so. The Security Trustee may by notice to you at any time amend or withdraw this consent.
4. We irrevocably authorise and instruct you from time to time:
 - (a) unless the Security Trustee so authorises you in writing, not to permit withdrawals from the Collection Account or any other Charged Account except to the extent that any withdrawal is expressly permitted by this notice and such permissions have not been withdrawn;

TRAVERS SMITH

- (b) to hold all monies from time to time standing to the credit of the Charged Accounts to the order of the Security Trustee;
 - (c) to pay all or any part of the monies standing to the credit of the Charged Accounts to the Security Trustee (or as it may direct) promptly following receipt of written instructions from the Security Trustee to that effect; and
 - (d) to disclose to the Security Trustee such information relating to the Chargor[s] and the Charged Accounts as the Security Trustee may from time to time request you to provide.
5. We agree that you are not bound to enquire whether the right of the Security Trustee to withdraw any monies from any Charged Account has arisen or be concerned with (a) the propriety or regularity of the exercise of that right or (b) notice to the contrary or (c) to be responsible for the application of any monies received by the Security Trustee.
6. This notice may only be revoked or amended with the prior written consent of the Security Trustee.
7. Please confirm by completing the enclosed copy of this notice and returning it to the Security Trustee (with a copy to [each][the] Chargor) that you agree to the above and that:
- (a) you accept the authorisations and instructions contained in this notice and you undertake to comply with this notice;
 - (b) you have not, at the date this notice is returned to the Security Trustee, received notice of any assignment or charge of or claim to the monies standing to the credit of any Charged Account or the grant of any security or other interest over those monies or any Charged Account in favour of any third party and you will notify the Security Trustee promptly if you should do so in the future; and
 - (c) you do not at the date of this notice and will not in the future exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Charged Accounts, in each case without the consent of the Security Trustee.
8. This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English law.

Yours faithfully

For and on behalf of

[Chargor]

Countersigned by:

TRAVERS SMITH

For and on behalf of The Royal Bank of Scotland plc (as Security Trustee)

SCHEDULE

The Collection Account		
Account Holder	Collection Account Number	Account Bank branch address and sort code

TRAVERS SMITH

To: The Royal Bank of Scotland plc
as Security Trustee
Syndicated Loans Agency
The Royal Bank of Scotland plc
Level 8
250 Bishopsgate
London EC2M 4AA
Attention of Lee Donnithorne

Copy to: [NAME OF CHARGOR]

Date: [●]

Dear Sirs

We acknowledge receipt of the above notice. We confirm and agree:

- a) that the matters referred to in it do not conflict with the terms which apply to any Charged Account; and
- b) the matters set out in paragraph 7 of the above notice.

For and on behalf of

[Account Bank]

TRAVERS SMITH

**SCHEDULE 11
FORM OF DEED OF ACCESSION**

DATED []

[INSERT NAME OF COMPANY]

AND

THE ROYAL BANK OF SCOTLAND PLC

DEED OF ACCESSION

TRAVERS SMITH

THIS DEED is dated [] between:

PARTIES

- (1) [INSERT NAME OF COMPANY], a company registered in [●] with registered number [●] and registered office address [●] (the **Additional Chargor**); and
- (2) **THE ROYAL BANK OF SCOTLAND PLC** as security trustee for the Secured Parties on the terms and conditions set out in the Intercreditor Agreement (the **Security Trustee**, which expression shall include any person for the time being appointed as trustee or as an additional trustee for the purpose of, and in accordance with, the Intercreditor Agreement).

BACKGROUND

- (A) Amigo Loans Ltd (the **Borrower**) and others have entered into a debenture dated [●] 2016 (the **Debenture**) with the Security Trustee.
- (B) The Additional Chargor has agreed to enter into this Deed and to become an Additional Chargor under the Debenture.
- (C) The Security Trustee and the Additional Chargor intend this document to take effect as a deed notwithstanding the fact that a party may only execute this document under hand.
- (D) The Security Trustee holds the benefit of this Deed on trust for the Secured Parties on the terms of the Finance Documents.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

Terms defined in the Debenture have the same meaning in this Deed unless given a different meaning in this Deed. This Deed is a Finance Document.

2. ACCESSION AND COVENANT TO PAY

2.1 With effect from the date of this Deed the Additional Chargor:

- 2.1.1 will become a party to the Debenture as a Chargor; and
- 2.1.2 will be bound by all the terms of the Debenture which are expressed to be binding on a Chargor.

For the purposes of section 859D(2)(c) of the Companies Act 2006, the parties note that this includes the negative pledge provisions of clause 7 (*Negative pledge and disposals*) of the Debenture.

- 2.2 The Additional Chargor hereby covenants with the Security Trustee (as trustee for the Secured Parties) that it shall discharge all obligations, as and when they fall due in accordance with their terms, which the Chargors may at any time have to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the

other Secured Parties under or pursuant to the Finance Documents (including the Debenture and any Mortgage) including any liabilities in respect of any further advances made under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity). The Additional Chargor shall pay to the Security Trustee when due and payable every sum at any time owing, due or incurred by the Additional Chargor to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities, **provided that** neither such covenant nor the security constituted by the Debenture or any Mortgage shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law.

- 2.3** Neither the covenant to pay in Clause 2.2 above nor the Security constituted by this Deed shall extend to or include any liability or sum which would, but for this Clause, cause such covenant or Security to be unlawful under any applicable law.

3. GRANT OF SECURITY

3.1 Fixed Security

The Additional Chargor hereby charges with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations, by way of first fixed charge (which, so far as it relates to land in England and Wales vested in a Chargor at the date of this Deed and listed in Schedule 2 (*Details of Real Property*) of this Deed shall be a charge by way of legal mortgage) all the Additional Chargor's right, title and interest from time to time in and to each of the following assets (subject in each case to obtaining any necessary consent to such mortgage or fixed charge from any third party) in each case both present and future:

- 3.1.1** the Real Property;
- 3.1.2** the Tangible Moveable Property;
- 3.1.3** the Accounts;
- 3.1.4** the Charged Intellectual Property;
- 3.1.5** any goodwill and rights in relation to the uncalled capital of the Additional Chargor;
- 3.1.6** the Investments and all Related Rights;
- 3.1.7** the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise); and
- 3.1.8** all Monetary Claims other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Deed and all Related Rights.

4. ASSIGNMENTS

The Additional Chargor hereby assigns with full title guarantee to the Security Trustee as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations, subject to a proviso for re-assignment on redemption, all the Additional Chargor's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to that assignment from any third party and without prejudice to the Additional Chargor's obligations under Clause 6.3 (*Consent of third parties*)) of the Debenture, in each case both present and future:

- 4.1.1 each Customer Loan governed by English law;
 - 4.1.2 all Principal Receipts;
 - 4.1.3 all Revenue Receipts;
 - 4.1.4 all Collateral Security governed by English law, including, without limitation, all proceeds of enforcement thereof;
 - 4.1.5 the proceeds of any Insurance Policy; and
 - 4.1.6 each of the Specific Contracts,
- and, in each case, all Related Rights.

5. FLOATING CHARGE

- 5.1.1 The Additional Chargor hereby charges with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations by way of first floating charge all present and future assets and undertaking of the Additional Chargor, other than any asset which is situated in England and Wales and which is validly and effectively charged under the laws of England and Wales by way of fixed security created under this Deed in favour of the Security Trustee as security for the Secured Obligations.
- 5.1.2 The floating charge created by this Clause 5 shall be deferred in point of priority to all fixed security validly and effectively created by a Chargor under the Finance Documents in favour of the Security Trustee as trustee for the Secured Parties as security for the Secured Obligations.
- 5.1.3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 5.

6. LAND REGISTRY RESTRICTION

The Additional Chargor consents to an application being made to the Chief Land Registrar to enter the following restriction in the Proprietorship Register of any property which is, or is required to be, registered and which forms part of the Real Property:

"No [disposition or specify type of disposition] of the registered estate [(other than a charge)] by the proprietor of the registered estate [, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction,] is to be registered without a written consent signed by the proprietor for the time being of the

debenture dated [*] in favour of [Security trustee name] of [address] or [their conveyancer or specify appropriate details]."

7. Miscellaneous

7.1 Construction of Debenture

With effect from the date of this Deed the Debenture will be read and construed for all purposes as if the Additional Chargor had been an original party in the capacity of Chargor (but so that the security created on this accession will be created on the date of this Deed);

7.2 References in Debenture

With effect from the date of this Deed any reference in the Debenture to this Deed and similar phrases will include this deed and:

7.2.1 all references in the Debenture to Schedule 2 (*Details of Real Property*) (or any part of it) will include a reference to Schedule 1 (*Details of Real Property*) to this Deed (or relevant part of it);

7.2.2 all references in the Debenture to Schedule 3 (*Details of Intellectual Property*) (or any part of it) will include a reference to Schedule 2 (*Details of Intellectual Property*) to this Deed (or relevant part of it);

7.2.3 all references in the Debenture to Schedule 4 (*Details of Shares*) (or any part of it) will include a reference to Schedule 3 (*Details of Shares*) to this Deed (or relevant part of it); and

7.2.4 all references in the Debenture to Schedule 5 (*Details of Accounts*) (or any part of it) will include a reference to Schedule 4 (*Details of Accounts*) to this Deed (or relevant part of it).

8. GOVERNING LAW

This Deed and all matters [including non-contractual obligations] arising out of or in connection with it are governed by English law.

9. JURISDICTION

9.1 English courts

The courts of England have exclusive jurisdiction to settle any dispute arising out of, or connected with this Deed or any Mortgage (including a dispute regarding the existence, validity or termination of this Deed or any Mortgage or the consequences of its nullity or any non-contractual obligations arising out of or in connection with this Deed or any Mortgage) (a Dispute).

9.2 Convenient forum

The parties to this Deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary.

9.3 Exclusive jurisdiction

This Clause 9 is for the benefit of the Security Trustee only. As a result and notwithstanding Clause 9.1 (*English courts*), it does not prevent the Security Trustee from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law the Security Trustee may take concurrent proceedings in any number of jurisdictions.

10. [SERVICE OF PROCESS]

Without prejudice to any other mode of service allowed under any relevant law, the Additional Chargor:

10.1.1 irrevocably appoints [] as its agent for service of process in relation to any proceedings before the English courts in connection with this Deed and any Finance Document; and

10.1.2 agrees that failure by a process agent to notify the Additional Chargor of the process will not invalidate the proceedings concerned.]

11. COUNTERPARTS

This Deed may be executed in counterparts, all of which when taken together shall be deemed to constitute one and the same instrument.

In Witness whereof this Deed has been duly executed on the date first above written.

**SCHEDULE 1
DETAILS OF REAL PROPERTY**

Part II - Registered Land

(Freehold or leasehold property (if any) in England and Wales of which the relevant Chargor is registered as the proprietor at the Land Registry) is registered as the proprietor at the Land Registry)

Chargor	County and District/	Description of Property	Title Number
	London Borough		

Part III - Unregistered Land

(Freehold or leasehold property (if any) in England and Wales title to which is not registered at the Land Registry of which the relevant Chargor is the owner)

The freehold/leasehold property known as and comprised in the following title deed(s) or other document(s) of title:

Chargor	County and District/	Description of Property	Title Number
	London Borough		

**SCHEDULE 2
DETAILS OF INTELLECTUAL PROPERTY**

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SCHEDULE 3 DETAILS OF SHARES

Chargor	Name of Company in which Shares are held	Class of Shares	Number of Shares held	Issued Share Capital
[•]	[•]	[•]	[•]	[•]

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**SCHEDULE 4
DETAILS OF ACCOUNTS**

SIGNATURES TO ACCESSION DEED

The Additional Chargor

EXECUTED as a DEED

by [●]

Director

Witness Signature:

Witness Name:

Witness Address:

The Security Trustee

EXECUTED as a DEED

by [SECURITY TRUSTEE]

TRAVERS SMITH

SIGNATURES

The Original Chargors

EXECUTED as a DEED

by RICHMOND GROUP LIMITED

Director

Witness Signature:

Witness Name:

Witness Address:



COLE STACEY

BOND DICKINSON

SOUTHAMPTON

EXECUTED as a DEED

by AMIGO LOANS LTD

Director

Witness Signature:

Witness Name:

Witness Address:



COLE STACEY

BOND DICKINSON

SOUTHAMPTON

TRAVERS SMITH

EXECUTED as a DEED

by AMIGO MANAGEMENT SERVICES LTD

Director

Witness Signature:

Witness Name:

Witness Address:

[REDACTED]

[REDACTED]

COLE STACOM

ROAD DICKINSON

SOUTHAMPTON

EXECUTED as a DEED

by R G CATERING LIMITED

Director

Witness Signature:

Witness Name:

Witness Address:

[REDACTED]

[REDACTED]

COLE STACOM

ROAD DICKINSON

SOUTHAMPTON

The Security Trustee

EXECUTED as a DEED

by THE ROYAL BANK OF SCOTLAND PLC

By:

TRAVERS SMITH

EXECUTED as a DEED

by AMIGO MANAGEMENT SERVICES LTD

Director

Witness Signature:

Witness Name:

Witness Address:

EXECUTED as a DEED

by R G CATERING LIMITED

Director

Witness Signature:

Witness Name:

Witness Address:

The Security Trustee

EXECUTED as a DEED

by THE ROYAL BANK OF SCOTLAND PLC

By: 