

# MR01

## Particulars of a charge



124244)52

**A fee is payable with this form**  
Please see 'How to pay' on the  
last page

**You can use the WebFiling service to file this form online**  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument Use form MR08

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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

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



A16 \*A2NN0V61\* 20/12/2013 #18

COMPANIES HOUSE

For official use

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

### 1 Company details

Company number 0 6 9 2 9 8 0 7

Company name in full UK Credit Limited

### 2 Charge creation date

Charge creation date d1 d7 m1 m2 y2 y0 y1 y3

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

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

Name Shawbrook Bank Limited as Security Agent for the  
Secured Parties (each as defined in the Assignment)

Name

Name

Name

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

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

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### Description

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

#### Continuation page

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

Description

N/A

5

### Fixed charge or fixed security

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

☒ Yes

☐ No

6

### Floating charge

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

☐ Yes Continue

☒ No Go to **Section 7**

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

☐ Yes

7

### Negative Pledge

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

☐ Yes

☒ No

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**Trustee statement ①**

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

☐

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

9

**Signature**

Please sign the form here

Signature

Signature

X *Travis Jell LLP* X

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

# MR01

## Particulars of a charge



### Presenter information

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

Contact name

TOM MACLEAN (KMD/CFB)

Company name

TRAVERS SMITH LLP

Address

10 SNOW HILL

Post town

LONDON

County/Region

Postcode

E C 1 A 2 A L

Country

DX 1111079 CHANCERY LANE, LONDON

Telephone

020 7295 3000



### Certificate

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



### Checklist

**We may return forms completed incorrectly or with information missing**

**Please make sure you have remembered the following**

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



### Important information

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



### How to pay

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

Make cheques or postal orders payable to 'Companies House'



### Where to send

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

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

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

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



### Further information

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

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



**FILE COPY**

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

Company number: 6929807

Charge code: 0692 9807 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th December 2013 and created by UK CREDIT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th December 2013.

Given at Companies House, Cardiff on 27th December 2013



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

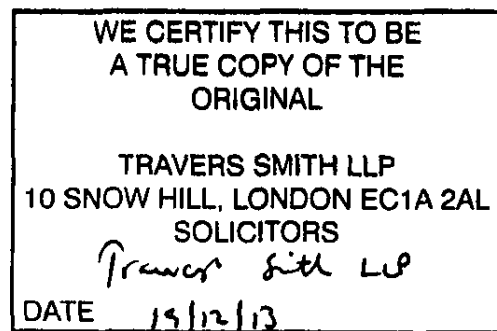


**UK CREDIT LIMITED**  
as Chargor

and

**SHAWBROOK BANK LIMITED**  
as Security Agent for the Secured Parties

**ASSIGNATION IN SECURITY**



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## ASSIGNATION IN SECURITY

by

- (1) **UK CREDIT LIMITED**, a company incorporated under the Companies Acts with registered number 06929807 and having its registered office at St Crispin's House, Duke Street, Norwich NR3 1PD (the "**Chargor**")

in favour of

- (2) **SHAWBROOK BANK LIMITED**, a company incorporated under the Companies Acts with registered number 00388466 and having its registered office at Lutea House The Drive, Warley Hill Business Park, Great Warley, Brentwood, Essex, United Kingdom CM13 3BE as security trustee for the Secured Parties (defined below) on the terms and conditions set out in the Intercreditor Agreement (defined below) (the "**Security Agent**", 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 said Intercreditor Agreement)

## CONSIDERING THAT

- (i) the Lenders (defined below) have agreed to make a loan facility available under the Facility Agreement (as defined below),
- (ii) one of the conditions precedent to the availability of the facility referred to in paragraph (i) above is that the Chargor grants to the Security Agent this assignment in security

## NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS

### 1 DEFINITIONS AND INTERPRETATION

#### 1.1 In this Deed

"**Assigned Rights**" means the Chargor's whole right, title, interest and benefit in and to Scottish Customer Loans and the relative Scottish Customer Loan Documentation and Related Rights,

"**Customer Loan Documentation**" has the meaning given to it in the Facility Agreement,

"**Event of Default**" has the meaning given to it in the Facility Agreement,

"**Facility Agreement**" means the facility agreement dated on or about the date of the Chargor's execution of this Deed and made between the Chargor as borrower, servicer and guarantor CT Capital PLC as parent and Shawbrook Bank Limited as arranger original lender, agent and security agent,



**“Finance Documents”** has the meaning given to it in the Facility Agreement,

**“Intercreditor Agreement”** means the intercreditor agreement dated on or about the date of this Debenture and made between, among others, the Parent, the Chargor, the Debtors (as defined therein), the Security Agent, the Agent, the Original Lender (as senior lender) and the Arranger,

**“Lenders”** has the meaning given to it in the Facility Agreement,

**“Permitted Security”** has the meaning given to it in the Facility Agreement,

**“Related Rights”** means, in relation to Scottish Customer Loan Documentation

- (a) the right to receive all and any monies payable thereunder,
- (b) all claims for damages for any breach thereof (except for a breach by the Chargor),
- (d) the benefit of all warranties and indemnities contained therein.
- (e) any right to terminate the same, and
- (e) the right to perform and observe the provisions of the same and to compel the performance and observance of the same,

**“Scottish Customer Loans”** means certain loans

- (a) made to an individual or individuals by the Chargor, and
- (b) made subject to Scottish Customer Loan Documentation,

**“Scottish Customer Loan Documentation”** means Customer Loan Documentation which is governed by Scots law (and each document comprised in it is a **Scottish Customer Loan Document**”),

**“Secured Obligations”** means all obligations that the Chargor undertakes to discharge in Clause 2.1 (*Bond*), and

**“Secured Parties”** has the meaning given to it in the Facility Agreement

## 1.2 Construction

- 1.2.1 Terms defined in the Facility Agreement have, unless expressly otherwise defined in this Deed, the same meaning in this Deed

- 1 2 2 The rules of interpretation contained in clause 1 2 (Construction) of the Facility Agreement apply to the construction of this Deed as though they were set out in full in this Deed except that references to the Facility Agreement are to be construed as references to this Deed
- 1 2 3 A Finance Document or other document includes (without prejudice to any prohibition on amendments) all amendments however fundamental to that Finance Document or other document, including any amendment providing for any increase in the amount of a facility or any additional facility
- 1 2 4 The term “**this Security**” means any security created by this Deed
- 1 2 5 Unless the context otherwise requires, a reference to an “**Assigned Right**” includes the proceeds of sale of that Assigned Right

## 2 BOND

The Chargor undertakes to the Security Agent (as trustee for the Secured Parties) that it will discharge all obligations, as and when they fall due in accordance with their terms, which the Obligors may at any time have to the Security Agent (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 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 surety or in some other capacity) The Chargor shall pay to the Security Agent when due and payable every sum at any time owing, due or incurred by the Chargor to the Security Agent (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 undertaking nor this Security shall extend to or include any liability or sum which would, but for this proviso, cause such undertaking or this Security to be unlawful or prohibited by any applicable law

## 3 ASSIGNATION IN SECURITY

The Chargor as security for the payment and discharge of the Secured Obligations hereby assigns in favour of the Security Agent as trustee for the Secured Parties, subject to Clause 12, its whole right, title, interest and benefit from time to time in and to Scottish Customer Loans and the relative Scottish Customer Loan Documentation and Related Rights

## 4 PERFECTION OF SECURITY

- 4 1 The Chargor shall, immediately following a request by the Security Agent after the occurrence of an Event of Default which is continuing, intimate to each Scottish Customer in terms of such Scottish Customer Loan Documents as are in force at the date of such request that an assignation of the Chargor's interest in the same has been

granted in favour of the Security Agent, such intimation to be in the form set out in the Schedule

## **5 FURTHER SECURITY**

- 5 1 The Chargor undertakes that it shall not (and shall not agree to) without the prior written consent of the Security Agent at any time during the subsistence of this Security, create or permit to subsist any Security over all or any part of the Assigned Rights other than Permitted Security and any other Security in favour of the Security Agent for the Secured Obligations

## **6 PRE-ENFORCEMENT**

- 6 1 The Chargor shall not at any time during the subsistence of this Security make or agree to make any amendments, variations or modifications to the Scottish Customer Loan Documentation or waive any of its rights under the Scottish Customer Loan Documentation, without the prior written consent of the Security Agent save as expressly permitted pursuant to the terms of the Facility Agreement
- 6 2 Prior to an Event of Default which is continuing, the proceeds of any Scottish Customer Loan shall (subject to any restriction on the application of such proceeds contained in this Security, the Facility Agreement or the Servicing Agreement), upon such proceeds being credited to an Account (other than a Blocked Account) be released from the security created by this Deed and the Chargor shall be entitled to withdraw such proceeds from such Account **provided that** such proceeds shall continue to be subject to the floating charge created pursuant to clause 3 3 (*Floating charge*) in terms of the Debenture

## **7 ENFORCEMENT**

- 7 1 Until intimation has occurred pursuant to Clause 4 1, subject to the terms of the Transaction Documents the Chargor may exercise all rights in respect of the agreements or other documentation underlying the Assigned Rights
- 7 2 After the occurrence of an Event of Default which is continuing and where the Security Agent has requested intimation is made by the Chargor pursuant to Clause 4 1
- 7 2 1 the Security Agent may apply all monies and other things in respect of the Assigned Rights received by the Security Agent or its nominee in discharge of any part of the Secured Obligations as provided in Clause 8 and if the Chargor or any person on its behalf receives or obtains the benefit of any monies paid in respect of any Assigned Rights it shall account to the Security Agent for those monies, and if the Chargor (or any person on its behalf) receives any cheque, warrant or other monetary instrument in respect of any monies for which it would on receipt be obliged to account pursuant to this

Clause, it shall immediately pay those monies or procure the transfer of such instrument to the Security Agent, and

7 2 2 the Security Agent shall be entitled to exercise all rights in respect of the agreements or other documentation underlying the Assigned Rights, including, without prejudice to that generality, to permit the sale of the Assigned Rights or any part thereof at such time and on such terms as the Security Agent may consider expedient and without the Security Agent being under any obligation to have regard in that respect to the effect (if any) which a sale at such time or on such terms may have on the price likely to be realised

## **8 APPLICATION OF ENFORCEMENT PROCEEDS**

8 1 All monies received or recovered by the Security Agent following the enforcement of this Security shall be applied, subject to the claims of any creditors ranking in priority to or *pari passu* with the claims of the Security Agent under this Deed, in accordance with clause 16 1 (*Order of application*) of the Intercreditor Agreement

## **9 PROTECTION OF SECURITY**

9 1 This Security shall be a continuing security, notwithstanding any settlement of account or other matter or thing whatsoever, and in particular (but without prejudice to the generality of the foregoing) shall not be considered satisfied by an intermediate repayment or satisfaction of part only of the Secured Obligations and shall continue in full force and effect until total and irrevocable satisfaction of all the Secured Obligations

9 2 This Security shall be in addition to and shall not in any way prejudice or be prejudiced by any collateral or other security, right or remedy which the Security Agent may now or at any time hereafter hold for all or any part of the Secured Obligations

9 3 No failure on the part of the Security Agent to exercise and no delay on its part in exercising any right, remedy, power or privilege under or pursuant to this Deed or any other document relating to or securing all or any part of the Secured Obligations will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy The rights and remedies provided in this Deed and any such other document are cumulative and not exclusive of any right or remedies provided by law

9 4 Each of the provisions in this Deed shall be severable and distinct from one another and, if at any time any one or more of such provisions is or becomes or is declared null and void, invalid illegal or unenforceable in any respect under any law or otherwise howsoever, the validity, legality and enforceability of the remaining provisions of this Deed shall not in any way be affected or impaired by that occurrence

- 9 5 If the Security Agent (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 Assigned Rights or any assignment or transfer of the Assigned Rights which is prohibited by the terms of this Security or the Facility Agreement, all payments made thereafter by or on behalf of the Chargor to the Security Agent (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 the Chargor and not as having been applied in reduction of the Secured Obligations as at the time when the Security Agent received such notice
- 9 6 Neither this Security nor the rights, powers, discretions and remedies conferred upon the Security Agent by this Deed or by law shall be discharged, impaired or otherwise affected by reason of
- 9 6 1 any present or future security, guarantee, indemnity or other right or remedy held by or available to the Security Agent being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever, or by the Security Agent from time to time exchanging, varying, realising, releasing or failing to perfect or enforce any of the same, or
- 9 6 2 the Security Agent compounding with, discharging or releasing or varying the liability of, or granting any time, indulgence or concession to, the Chargor or any other person or renewing, determining, varying or increasing any accommodation or transaction in any manner whatsoever or concurring in accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from the Chargor or any other person, or
- 9 6 3 any act or omission which would not have discharged or affected the liability of the Chargor had it been a principal debtor instead of cautioner or by anything done or omitted which, but for this provision, might operate to exonerate the Chargor from the Secured Obligations, or
- 9 6 4 any legal limitation, disability, incapacity or other similar circumstance relating to the Chargor
- 9 7 The Security Agent shall not be obliged, before exercising any of the rights, powers or remedies conferred upon it by or pursuant to this Deed or by law, to
- 9 7 1 take any action or obtain judgement or decree in any court against the Chargor, or
- 9 7 2 make or file any claim to rank in a winding up or liquidation of the Chargor or

- 9 7 3      enforce or seek to enforce any other security taken, or exercise any right or plea available to the Security Agent in respect of, any of the Chargor's obligations under the Facility Agreement

## **10      FURTHER ASSURANCE**

The Chargor shall execute and do all such assurances, acts and things as the Security Agent may reasonably require for perfecting or protecting this Security or for facilitating the realisation of such rights and the exercise of all powers, authorities and discretions conferred on the Security Agent and shall, in particular, (but without limitation) promptly after being reasonably requested to do so by the Security Agent, having regard to the provisions of Clause 4 1, execute all assignments, transfers and assurances of the Assigned Rights whether to the Security Agent or to its nominee(s) or otherwise and give all notices, orders and directions which the Security Agent acting reasonably may think expedient

## **11      POWER OF ATTORNEY**

- 11 1      The Chargor by way of security irrevocably appoints the Security Agent 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 or desirable for

11 1 1      carrying out any obligation imposed on the Chargor by this Security, and

11 1 2      enabling the Security Agent to exercise any of the rights, powers, authorities and discretions conferred on it by or pursuant to this Security or by law (including the exercise of any right of an owner of the Assigned Rights) and (without prejudice to the generality of the foregoing) to execute and otherwise perfect any deed, document, 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

- 11 2      The 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

## **12      RELEASE OF SECURITY**

- 12 1      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 any Obligor or any other person under any of the Finance Documents the Security Agent shall, at the request and cost of the Chargor, release and cancel this Security and procure the retrocession and re-assignment to the Chargor of the property and assets assigned to the Security Agent pursuant to this Security in each case subject to Clause 12 2 and without recourse to, or any representation or warranty by, the Security Agent or any of its nominees

- 12 2 If the Security Agent 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 created by, this Security shall continue and such amount shall not be considered to have been irrevocably paid

13 **ASSIGNATION BY THE SECURITY AGENT**

- 13 1 The Security Agent may only assign or transfer all or any of its rights or obligations under this Security in accordance with the Finance Documents

14 **NOTICES**

All notices, requests, demands and other communications to be given under this Deed shall be given and/or be deemed to be given in the same manner as notices to be given under the Facility Agreement, and the terms of clause 34 (Notices) of the Facility Agreement shall apply *mutatis mutandis* to this Deed as though that clause were set out in full in this Deed

15 **GOVERNING LAW AND JURISDICTION**

This Deed shall be governed by, and construed in all respects in accordance with, the law of Scotland and, for the benefit of the Security Agent, the Chargor irrevocably submits to the non-exclusive jurisdiction of the Scottish courts but without prejudice to the ability of the Security Agent to proceed against the Chargor in any other appropriate jurisdiction

IN WITNESS WHEREOF these presents consisting of this and the preceding 7 pages together with the schedule annexed hereto are executed as follows


**THE CHARGOR**

SUBSCRIBED for and on behalf of  
the said UK CREDIT LIMITED

at 1 St James Court, Whitefriars, Norwich NR3 1RU

on 16 December 2013

By GRAHAM EICE  
Print Full Name

  
Director

and

JONATHAN PAINTER  
Print Full Name


  
Director/Secretary

**THE SECURITY AGENT**

SUBSCRIBED for and on behalf of  
the said SHAWBROOK BANK  
LIMITED

at SHAWBROOK HOUSE, DORKING BUSINESS PARK, STATION RD, DORKING  
on 17<sup>th</sup> DEC 2013 RH 4 14J

By KIERAN M'SWEGNEY  
Print Full Name

  
Authorised Signatory

before this witness

SAMUEL FOSKETT  
Print Full Name

  
Witness

Address

8 Deering's Road  
Reigate  
RH2 0PH



## Schedule - Form of Intimation

From • Limited

To •

Dated •

Dear Sirs

We, • Limited, refer to the [loan agreement] dated • between us and you (the “**Contract**”)

We give you notice that by an assignment in security dated • (the “**Assignment**”) granted by us in favour of • (the “**Security Agent**”) we assigned all our right, title, interest and benefit in and to the Contract to the Security Agent

Please note that, with effect from the date of your receipt of this notice, and until such time as you receive notice from the Security Agent instructing you otherwise, all payments due by you to us under the Contract should be paid to the Security Agent’s account held at •, Account Number • Sort Code • (or such other account as the Security Agent may specify from time to time) in accordance with the provisions of the Contract

Notwithstanding the Assignment or the making of any payment by you to the Security Agent pursuant to it

- (a) we shall remain liable to perform all the obligations assumed by us under the Contract and neither the Security Agent nor any receiver nor any delegate appointed by the Security Agent or any such receiver shall be at any time under any obligation or liability to you under or in respect of these obligations , and
- (b) unless the Security Agent gives you notice otherwise, we may, on behalf of the Security Agent, exercise all rights in respect of the Contract

In terms of the Assignment, we may not without the prior written consent of the Security Agent

- (a) give any consent or exercise any discretion under or agree to waive any performance of any of the obligations under the Contract or amend, vary, or supplement the Contract in any respect which would have an adverse effect on the rights of the Security Agent under the Assignment or the security created by the Assignment
- (b) terminate the Contract
- (c) agree or consent to any assignment or transfer by any person of any of its rights or obligations under Contract, or

(d) transfer or otherwise dispose of any of our right, title and interest to or in the Contract

Please acknowledge receipt of this letter by signing the enclosed duplicate notice with acknowledgement and returning it to the Security Agent at •

Yours faithfully

---

for and on behalf of • Limited

### **Acknowledgement**

We, •, acknowledge receipt of the foregoing Intimation

Dated •

---

for and on behalf of •