

190948/67  
**MR01**

## Particulars of a charge



**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 delivered outside of the 21 days it will be rejected unless it is accompanied court order extending the time for delivery.

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

WEDNESDAY



\*S38VAHOR\*

SCT

28/05/2014

#10

COMPANIES HOUSE

### 1 Company details

Company number S C 3 7 9 1 2 4

Company name in full UK DIESEL CARDS LIMITED

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 \*

### 2 Charge creation date

Charge creation date 2 2 0 5 2 0 1 4

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

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

Name BARCLAYS BANK PLC

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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## Particulars of a 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

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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Particulars of a charge

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**Trustee statement ⓘ**

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.

☐

**ⓘ** This statement may be filed after the registration of the charge (use form MR06).

9

**Signature**

Please sign the form here.

Signature

Signature

X

*[Handwritten Signature]*  
PARTNER FOR PINSENT MASONS 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 **RACHEL COLEMAN**

Company name **Pinsent Masons LLP**

Address **Princes Exchange**

**1 Earl Grey Street**

Post town **Edinburgh**

County/Region

Postcode **E H 3 9 A Q**

Country

DX **DX ED 723301 EDINBURGH 43**

Telephone **0131 777 7000**



### Certificate

We will send your certificate to the presenter's address if given above or to the 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: 379124

Charge code: SC37 9124 0001

The Registrar of Companies for Scotland hereby certifies that a charge dated 22nd May 2014 and created by UK DIESEL CARDS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th May 2014.

Given at Companies House, Edinburgh on 2nd June 2014



**Companies House**



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

**FLOATING CHARGE**

by

**UK DIESEL CARDS LIMITED**

in favour of

**BARCLAYS BANK PLC**

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

*PGL*

PAMELA MARIE GILMOUR  
27 MAY 2014



**Pinsent Masons**

Pinsent Masons LLP  
Princes Exchange  
1 Earl Grey Street  
Edinburgh  
EH3 9AQ

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## **FLOATING CHARGE by**

- (1) **UK DIESEL CARDS LIMITED** incorporated in Scotland (Registered Number SC379124) whose registered office is at Flat 1/2, 10 Bluebell Drive, Newton Mearns, Glasgow G77 6FN (the "**Company**")

in favour of

- (2) **BARCLAYS BANK PLC** as lender (the "**Lender**")

## **1 DEFINITIONS AND INTERPRETATION**

### **1.1 Definitions**

In this Security unless the context requires otherwise:

"**Act**" means the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002 or, where the context so requires, any of those enactments;

"**Facilities Agreement**" means the multicurrency term and revolving facilities agreement dated on or around the date of this Security entered into among Radius Payment Solutions Limited and others and the Lender as amended, supplemented, novated, extended or restated from time to time;

"**Intellectual Property Rights**" means:

- (a) all the Company's Intellectual Property, present and future, including any Intellectual Property to which the Company is not absolutely entitled or to which the Company is entitled together with others;
- (b) the benefit of all agreements and licences now or in the future entered into or enjoyed by the Company relating to the use or exploitation of any Intellectual Property in any part of the world; and
- (c) all trade secrets, confidential information and knowhow owned or enjoyed by the Company now or in the future in any part of the world,

and all other rights, causes of action, interests and assets comprised therein;

"**Receivables**" means all sums of money receivable by the Company now or in the future consisting of or payable under or derived from any of the Secured Assets;

"**Receiver**" means any receiver or administrative receiver appointed in respect of the Secured Assets under this Security (whether by the Company or the Court) and includes joint receivers;

"**Secured Assets**" means the whole of the property (including uncalled capital) which is or may from time to time, while this Security is in force, be comprised in the property and undertaking of the Company;

"**Secured Obligations**" means:

- (a) all money and liabilities now or in the future due, owing or incurred (before or after demand) by the Company to the Lender in any manner and whether due, owing or incurred actually or contingently; whether by the Company alone or by the

Company jointly with any other person; and whether the Company is a principal or a surety; and includes any liability (secured or unsecured) of the Company to a third party which subsequently becomes payable to the Lender by assignment or otherwise; and

- (b) all interest, commission, fees, charges, costs and expenses which the Lender may charge to the Company in the course of its business or incur in respect of the Company or the Company's affairs, which interest shall be calculated and compounded in accordance with the Lender's usual practice, before and also after any demand or judgment;

**"Security"** means these presents (and, as the context may require or imply, the floating charge hereby created) as amended, supplemented, novated, extended or restated from time to time; and

**"Waste"** means any form of waste, including any by-product of an industrial process and anything which is abandoned, unwanted or surplus, whether or not it is capable of being recovered or recycled, or has any value.

## 1.2 Facilities Agreement definitions

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

## 1.3 Interpretation

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

- 1.3.1 words importing the singular shall include the plural and vice versa; and
- 1.3.2 references to a **"fixed security"** mean a fixed security as defined by Section 486 of the Companies Act 1985.

## 1.4 Headings

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

## 1.5 Conflict

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

# 2 FLOATING CHARGE

## 2.1 Payment

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

## 2.2 Floating Charge

In security for the payment and discharge of the Secured Obligations, the Company hereby GRANTS a FLOATING CHARGE over the Secured Assets in favour of the Lender.

### **2.3 Negative pledge and ranking**

Save as otherwise provided in the Finance Documents and subject to Section 464(2) of the Companies Act 1985:

- (a) the Company shall not create any fixed security or other floating charge over any part of the Secured Assets after its execution of this Security except any fixed security in favour of the Lender; and
- (b) this Security shall rank in priority to any fixed security or other floating charge created by the Company after its execution of this Security except any fixed security in favour of the Lender.

## **3 PROTECTION OF SECURITY**

### **3.1 Continuing security**

This Security shall be a continuing security notwithstanding any intermediate payment or satisfaction of the Secured Obligations and shall remain in force and may not be revoked until the Secured Obligations have been fully and unconditionally paid and discharged.

### **3.2 No prejudice**

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

### **3.3 No waiver**

Failure or delay on the part of the Lender in exercising any right, power or discretion under or pursuant to this Security shall not operate as a waiver thereof, nor will any single or partial exercise of any such right, power or discretion preclude any other or further exercise thereof. The rights, powers and discretions contained in this Security are in addition to and not substitution for any right of set-off, compensation, retention, combination of accounts, lien or other right or remedy provided by law.

### **3.4 Severability**

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

### **3.5 Non impairment**

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

- (a) any variation, extension, discharge, compromise, dealing with, exchange or renewal of any security or any right or remedy which the Lender may have now or in the future from or against the Company or any other person in respect of any of the Secured Obligations; or
- (b) any failure, act or omission by the Lender or any other person in taking up, perfecting or enforcing any security or guarantee from or against the Company or any other person in respect of the Secured Obligations; or

- (c) any increase in or waiver or discharge of the Secured Obligations or any termination, amendment, variation, supplement, restatement, novation or replacement of the Facilities Agreement or any other Finance Document; or
- (d) any grant of time, indulgence, waiver or concession to the Company or any other person; or
- (e) any of the administration, receivership, liquidation, winding-up, insolvency, bankruptcy, incapacity, limitation, disability, discharge by operation of law or any change in the constitution, name or style of the Company or any other person; or
- (f) any invalidity, illegality, unenforceability, irregularity or frustration of the Secured Obligations; or
- (g) anything done or omitted to be done by the Lender or any other person which but for this provision might operate to exonerate or discharge or otherwise reduce or extinguish the liability of the Company under this Security.

### **3.6 Further assurance**

The Company shall on the Lender's demand in writing do all such acts and things and execute and deliver all such documents as the Lender may reasonably require for perfecting or protecting this Security or its priority or for creating such fixed security or charge over any of the Secured Assets as the Lender may request or for facilitating the realisation or application of the Secured Assets and the exercise of the rights, powers and discretions conferred on the Lender or the Receiver under this Security.

### **3.7 New accounts**

At any time after the Lender has received or is deemed to be affected by notice (whether actual or constructive) of the creation of any subsequent security, charge or encumbrance over or affecting any part of the Secured Assets or the proceeds of realisation, the Lender may open a new account or accounts with the Company. If the Lender does not open a new account or accounts it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received such notice and as from that time all payments made to the Lender shall be credited or be treated as having been credited to the new account or accounts and shall not operate to reduce the amount covered by this Security.

## **4 POWER OF ATTORNEY**

### **4.1 Appointment**

The Company hereby irrevocably appoints the Lender, whether or not a Receiver has been appointed, and separately also the Receiver, as its attorney on its behalf and in its name or otherwise, at such times and in such a manner as the attorney may think fit:

- (a) to do anything which the Company is obliged to do (but has not done) under this Security including, without limitation, to create any fixed security or charge over any of the Secured Assets; and
- (b) generally to exercise all or any of the rights, powers and discretions conferred on the Lender or the Receiver in relation to the Secured Assets under this Security.

### **4.2 Ratification**

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

- 4.3 The power of attorney granted under this Clause 4 will take effect immediately, however the Lender undertakes that it will only exercise the power of attorney following an Event of Default which is continuing or following the failure by the Company to comply timeously with a request from the Lender to take any action and sign or execute any further documents which the Company is required to take, sign or execute in accordance with this Security.

## **5 UNDERTAKINGS OF THE COMPANY**

### **5.1 Intellectual Property**

The Company must not, except with the Lender's prior written consent (acting reasonably), sell, assign, lease, license or sub-license, or grant any interest in, the Intellectual Property Rights, or purport to do so, or part with possession or ownership of them, or allow any third party access to them or the right to use any copy of them.

### **5.2 Receivables**

- 5.2.1 The Company must collect and realise all Receivables and immediately on receipt pay all money which the Company receives in respect of them into the Company's bank account with the Lender, or into any other account designated by the Lender, in each case on such terms as the Lender may direct. Pending that payment, the Company will hold all money so received upon trust for the Lender. The Company may not, without the Lender's prior written consent, charge, factor, discount, assign, postpone, subordinate or waive the Company's rights in respect of any Receivable in favour of any other person or purport to do so.

- 5.2.2 If a credit balance on any account of the Company's with the Lender includes proceeds of Receivables credited or transferred to that account, the Lender shall have an absolute discretion whether to permit or refuse to permit the Company to utilise or withdraw that credit balance and the Lender may in its sole discretion at any time transfer all or any part of that credit balance to any other account of the Company's with the Lender or to an account in the Lender's own name.

- 5.2.3 If the Lender releases, waives or postpones its rights in respect of any Receivables for the purpose of enabling the Company to factor, discount or otherwise sell them to the Lender or to a third party, the floating charge created by this Security will in all other respects remain in full force and effect.

### **5.3 Insurance**

- 5.3.1 The Company must insure all insurable Secured Assets with an insurance office or underwriter acceptable to the Lender acting reasonably against loss or damage by fire and such other risks as the Lender specifies from time to time. This insurance cover must be for the full replacement value and be index-linked. The Company must also maintain all other insurances normally maintained by prudent companies with similar activities to the Company or as the Lender may require.

- 5.3.2 The Company must punctually make all premium and other payments necessary to effect or maintain these insurances and produce receipts for these payments on the Lender's request. If, at any time, the Company fails to have the required insurance cover in place or to produce any receipt on request or to deposit any policy with the Lender on request, the Lender may take out or renew any insurance in any sum and on any terms the Lender thinks appropriate.

### **5.4 Property**

- 5.4.1 The Company must at all times keep the Secured Assets in good repair and in good working order and condition.

- 5.4.2 The Company must notify the Lender promptly of any indication given to the Company that any of the Secured Assets is or may be listed in a register of contaminated land or contaminative use, or similar register. The Company must also notify the Lender if any environmental or other condition exists which could have a material adverse effect on the value of the Secured Assets or the Company's business.
- 5.4.3 The Company will fully indemnify the Lender, and its employees and agents, at all times against every claim, liability, loss or expense incurred directly or indirectly as a result of the Company's failure to comply with any of the Company's obligations, whether statutory or contractual, relating to the Secured Assets.
- 5.4.4 The Company may not, without the Lender's prior written consent or in accordance with the terms of the Facilities Agreement, exercise any power of leasing, or accepting surrenders of leases, of any heritable, freehold or leasehold property, or (unless obliged to do so by law) extend, renew or vary any lease or tenancy agreement or give any licence to assign or underlet.
- 5.4.5 The Company must not part with possession (otherwise than on the determination of any lease, tenancy or licence granted to the Company) of any heritable, freehold or leasehold property or share the occupation of it with any other person, or agree to do so, without the Lender's prior written consent.

## **6 ENFORCEMENT**

### **6.1 Enforceable**

At any time after the occurrence of an Event of Default which is continuing, or if requested by the Company, the Lender may appoint by writing, insofar as permitted by law, any Receiver of all or any of the Secured Assets or an administrator or administrators; and this Security shall in any of such events become immediately enforceable.

### **6.2 Appointment of Receiver or administrator**

6.2.1 At any time after this Security has become enforceable in accordance with Clause 6.1 above the Lender shall be entitled:

- (a) to appoint one or more persons as a Receiver or Receivers in respect of the Secured Assets, or apply to the Court for such appointment;
- (b) to appoint one or more persons as an administrator or administrators of the Company;
- (c) to make an administration application in respect of the Company; or
- (d) to give notice of intention to appoint an administrator or administrators in respect of the Company.

6.2.2 The appointment of a Receiver or Receivers or an administrator or administrators, or the giving of notice of intention to appoint an administrator or administrators shall be effected by the Lender by written instrument or notice in accordance with and in such form as may be prescribed under the Act. If any such person so appointed as Receiver or administrator is removed from office by the Court or otherwise ceases to act, the Lender shall be entitled (subject to the provisions of the Act) to appoint a replacement in the same manner.

### **6.3 Powers of Receiver**

A Receiver appointed under this Security shall have the following powers in addition to those specified in Schedule 2 of the Act:

- (a) to promote or procure the incorporation of any new company (whether or not a subsidiary of the Company), to transfer any part of the Secured Assets to such company for any form of consideration (including shares, debentures, loan stock or loan capital in such company), and/or to subscribe for or otherwise acquire shares, debentures, loan stock or loan capital in such company in name of the Company, or the Receiver, or its or his/her nominee or trustee;
- (b) subject to the articles of association, to convene extraordinary general meetings of the Company;
- (c) generally, without prejudice to the other provisions of this Clause to exercise all the rights, powers and discretions in respect of the Secured Assets it would be entitled to exercise if it were the absolute owner thereof and to do all acts and things the Receiver may consider necessary or expedient for the realisation of the Secured Assets and the application of the proceeds in or towards satisfaction of or their retention as continuing security for the Secured Obligations; and
- (d) in respect of any of the Secured Assets situated in England and Wales (or any other jurisdiction) to exercise in addition to the foregoing powers, all the powers conferred by the Act or any other enactment or rule of law on receivers or receivers and managers (or analogous officers) in that jurisdiction.

#### **6.4 Agent of Company**

The Receiver shall be the agent of the Company for all purposes of and in all respects arising under this Security and, except as otherwise provided by the Act, the Company alone shall be responsible for his/her acts, omissions, neglects and defaults and for all liabilities and obligations incurred by him/her, and his/her remuneration costs, charges and expenses.

#### **6.5 Application of proceeds**

All monies realised by the Receiver or otherwise arising from the enforcement of this security shall, subject always to Clause 6.6 (*Monies on suspense account*) and Clause 7 (*Discharge*), the claims of creditors ranking in priority to or *pari passu* with the claims of the Lender under this Security, and the terms of Section 60 of the Act, be applied by the Receiver in or towards the settlement of the Secured Obligations in such order as the Receiver shall in his/her absolute discretion decide and any surplus shall be paid to the Company or any other person entitled thereto.

#### **6.6 Monies on suspense account**

Nothing in this Security shall limit the right of the Receiver and/or the Lender (and the Company acknowledges that the Receiver and/or the Lender are so entitled) if and for so long as the Receiver and/or the Lender in its discretion shall consider it appropriate, to place all or any monies arising from the enforcement of this Security into a suspense account or accounts (which may be an account or accounts with the Lender), without any obligation to apply the same or any part thereof in or toward the discharge of the Secured Obligations provided that if the aggregate of such monies so placed to the credit of such suspense account or accounts shall equal or exceed the Secured Obligations, the Lender shall, subject always to Clause 7 (*Discharge*), forthwith apply the same towards settlement of the Secured Obligations.

#### **6.7 Balance**

The rights powers and discretions conferred on the Receiver under this Clause are subject only to his/her obligation to account to the Company or any other person entitled thereto for any balance of the Secured Assets or their proceeds remaining in his/her hands after the Secured Obligations have been fully and unconditionally paid and discharged.

## **6.8 Third parties**

- 6.8.1 No purchaser from or other person dealing with the Receiver in relation to the Secured Assets shall be concerned to enquire whether any of the powers exercised or purported to be exercised by him/her hereunder has become exercisable, whether any of the Secured Obligations remains outstanding, or generally as to the propriety or validity of the exercise or purported exercise of any power hereunder.
- 6.8.2 The receipt or discharge of the Receiver shall be an absolute discharge to any purchaser or other person dealing with the Receiver in relation to the Secured Assets and any such purchaser or third party shall not have any obligation to enquire after or see to the application of any payments made by it to the Receiver or at its direction.

## **7 DISCHARGE**

### **7.1 Discharge**

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

### **7.2 Retention of Security**

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

### **7.3 Avoidance of payments**

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

## **8 LIABILITY OF RECEIVER AND LENDER**

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

## **9 MISCELLANEOUS**

### **9.1 Financial assistance**

If and to the extent that this Security would constitute the provision of unlawful financial assistance for the purpose of the acquisition of shares in the Company or its holding company, it shall not apply to such part of the Secured Obligations as may have been incurred by the Company directly or indirectly for such purpose.

## **9.2 Non compliance by Company**

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

## **9.3 Currency conversion**

If, for any reason, any amount payable by the Company is paid or recovered in a currency other than that in which it is required to be paid ('the contractual currency') and, when converted into the contractual currency at the Lender's exchange rate applicable at the time, leaves the Lender with less than the amount payable in the contractual currency, the Company must make good the amount of the shortfall on demand.

## **9.4 Assignment**

9.4.1 The Lender may at any time (without notice or consent) assign the benefit of this Security or any of its rights or obligations hereunder in accordance with the Facilities Agreement.

9.4.2 The Company may not assign, transfer or otherwise deal with the benefit or burden of this Security or any of its rights or obligations hereunder.

## **9.5 Certificate**

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

## **9.6 Entire agreement**

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

## **9.7 Non-reliance**

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

## **9.8 Amendments**

No amendment or variation of this Security shall be effective unless it is in writing and signed by or on behalf of each of the parties.

## **10 CONSTRUCTION**

The provisions of clause 19 (*Costs and Expenses*), clause 30 (*Set-Off*), clause 31 (*Notices*) and clause 36 (*Confidentiality*) of the Facilities Agreement shall apply mutatis mutandis to this Security as if set out in full herein.

11      **GOVERNING LAW**

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

**IN WITNESS WHEREOF** these presents consisting of this and the 9 preceding pages are executed as follows:

SUBSCRIBED for and on behalf of  
**UK DIESEL CARDS LIMITED**

at Manchester  
on the 22 day  
of May 2014  
by

.....  
..... Bill Molloy .....  
.....  
.....

Director/Secretary

Full Name

before this witness

.....  
.....  
Adrian Rushon .....  
Green Street .....  
Medley, CV3 9BN .....

Witness

Full Name

Address

