

387342/13

In accordance with Section 860 of the Companies Act 2006

MG01

Particulars of a mortgage or charge



A fee is payable with this form

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

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

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

THURSDAY



LD2 *L1FX3LUZ* #102
23/08/2012
COMPANIES HOUSE

1 Company details

Company number 0 7 6 8 5 3 6 0

Company name in full Affiniture Investments Limited (the "**Chargor**")

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 Date of creation of charge

Date of creation d1 d6 m0 m8 y2 y0 y1 y2

3 Description

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

Description A share charge (the "**Share Charge**") made between (1) the **Chargor** and (2) DFS Services LLC (the "**Lender**").

4 Amount secured

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

Amount secured Please see Part 1 of the attached continuation sheets, to be read in conjunction with Part 4, which contains applicable definitions

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

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Particulars of a mortgage or charge

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

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

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

Name DFS Services LLC

Address 2500 Lake Cook Road

IL, USA

Postcode 6 0 0 1 5

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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

Short particulars

Please see Part 2 of the attached continuation sheets, to be read in conjunction with Part 4, which contains applicable definitions

Please see Part 3 of the attached continuation sheets, which contains a summary of certain covenants contained in the Share Charge

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

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

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

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

Commission, allowance or discount

NA

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Delivery of instrument

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

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

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Signature

Please sign the form here

Signature

Signature

X Mayer Brown International LLP, X

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

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Presenter information

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

Contact name **Jayne Backett**

Company name **Mayer Brown International LLP**

Address **201 Bishopsgate**

Post town **London**

County/Region

Postcode **E C 2 M 3 A F**

Country **United Kingdom**

DX **DX 556 London and City**

Telephone **+44 203 130 3458**



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 the original deed with this form
- You have entered the date the charge was created
- You have supplied the description of the instrument
- You have given details of the amount secured by the mortgagee or chargee
- You have given details of the mortgagee(s) or person(s) entitled to the charge
- You have entered the short particulars of all the property mortgaged or charged
- You have signed the form
- You have enclosed the correct fee



Important information

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



How to pay

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

Make cheques or postal orders payable to 'Companies House'



Where to send

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

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

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

For companies registered in Northern Ireland

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



Further information

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

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

4	Amount secured	
Amount secured	<p data-bbox="316 371 1053 405">Please give us details of the amount secured by the mortgage or charge</p> <p data-bbox="316 423 821 456">Part 1 – Definition of liabilities secured</p> <p data-bbox="316 488 1509 589">The Share Charge secures all monies from time to time due or owing, and all obligations and other actual or contingent liabilities from time to time incurred, by the Borrower or the Chargor to the Lender under the Finance Documents</p> <ul data-bbox="408 622 1509 819" style="list-style-type: none"><li data-bbox="408 622 783 656">(a) in whatever currency,<li data-bbox="408 685 1509 752">(b) whether due, owing or incurred alone or jointly with others or as principal, surety or otherwise, and<li data-bbox="408 781 1461 815">(c) including monies and liabilities purchased by or transferred to the Lender, <p data-bbox="316 848 1509 983">but excluding any money, obligation or liability which would cause the covenant set out in Clause 2.1 (<i>Covenant to pay</i>) or the security which would otherwise be constituted by the Share Charge to be unlawful or prohibited by any applicable law or regulation (the "Secured Liabilities")</p> <p data-bbox="316 1016 1433 1084">Please read this in conjunction with Part 4 of these continuation sheets, which contains applicable definitions</p>	

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Part 2 – Particulars of property charged

Fixed charges

As security for the Secured Liabilities, the Chargor with full title guarantee charges to the Lender by way of first fixed charge (taking effect as an equitable mortgage) all of its rights in

- (a) the Additional Shares; and
- (b) any Derivative Rights relating to any of the Additional Shares

Part 3 – Covenants

- (a) In Clause 3.2 (*Further assurance*) of the Share Charge, the Chargor covenants that it shall at the request of the Lender and at its own expense promptly execute (in such form as the Lender may reasonably require) any Instruments or other documents and otherwise do any acts and things which the Lender may require to improve, preserve, perfect or protect the security created (or intended to be created) by the Share Charge or the priority of it or to facilitate (upon and at any time following an Event of Default) the realisation or enforcement of it or to exercise any of the rights of the Lender or any Receiver in relation to the same.
- (b) In Clause 4.1 (*Negative pledge*) of the Share Charge, the Chargor covenants that it will not, at any time prior to the Discharge Date, create or permit to subsist any Security Interest over any of its Secured Assets
- (c) In Clause 4.2 (*No disposals*) of the Share Charge, the Chargor covenants that it will not, at any time prior to the Discharge Date, dispose of (or agree to dispose of) any of its Secured Assets.
- (d) In Clause 4.3 (*No prejudice*) of the Share Charge, the Chargor covenants that it shall manage its Secured Assets in a proper and efficient manner and in particular shall not do, permit or allow to be done anything which might in any way depreciate, jeopardise, or otherwise prejudice the security held by the Lender or the value of the Secured Assets and shall immediately inform the Lender of anything which occurs which might have that effect

Part 4 – Definitions

"Additional Shares" means the shares in the Borrower transferred to the Chargor on 16 August 2012 which are specified in the Schedule (*The Additional Shares*) to the Share

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Charge,

"Borrower" means Affiniture Cards Limited, a company incorporated in England and Wales (registered number 07885531) whose registered office is at International House Kingsfield Court, Chester Business Park, Chester, Cheshire CH4 9RF,

"Debenture" means the debenture dated 6 July 2012 and made between (1) the Borrower and (2) the Lender;

"Derivative Rights" means in relation to the Additional Shares, benefits, dividends, distributions, interest and other income paid or made in respect of them, voting rights and money or property accruing or arising in respect of the Additional Shares at any time;

"Discharge Date" means the date on which all of the Secured Liabilities have been unconditionally and irrevocably paid or discharged in full to the satisfaction of the Lender and the Lender is satisfied that it has ceased to have any commitment, obligation or other liability (whether actual or contingent) to make any credit or provide any other accommodation to the Obligors under any Finance Document,

"Event of Default" has the meaning given to it in Clause 17 (*Events of Default*) of the Facility Agreement,

"Facility Agreement" means the agreement dated 6 July 2012 and made between amongst others (1) the Borrower and (2) the Lender,

"Finance Documents" means the Facility Agreement, any Security Documents, any document executed pursuant to or in connection therewith and any other document designated as such by the Lender,

"First Corporate Share Charge" means the share charge dated 6 July 2012 and made between (1) the Chargor and (2) the Lender,

"Instrument" means any document (which term includes any form of writing) under which any obligation is evidenced or undertaken or any Security Interest (or right in any Security Interest) is granted or perfected or purported to be granted or perfected,

"Investor Share Charge" means the share charge dated 6 July 2012 and made between (1) certain shareholders of the Borrower, (2) the Chargor and (3) the Lender;

"Obligors" means the Chargor and the Borrower,

"Receiver" means any receiver, receiver and manager or administrative receiver appointed by the Lender over all or any of the Additional Shares under the Share Charge whether solely, jointly, severally or jointly and severally with any other person and includes any substitute for any of them appointed from time to time,

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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"Secured Assets" means in relation to the Chargor, its Additional Shares and the Derivative Rights relating to those Additional Shares,

"Security Documents" means the Share Charge, the First Corporate Share Charge, the Investor Share Charge, the Debenture, and any other document guaranteeing or creating security for or supporting the obligations of the Chargor or the Borrower to the Lender in connection with the Facility Agreement, and

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



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

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

COMPANY NO. 7685360
CHARGE NO. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SHARE CHARGE DATED 16
AUGUST 2012 AND CREATED BY AFFINITUDE INVESTMENTS
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE BORROWER TO DFS SERVICES LLC ON ANY
ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 23 AUGUST
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29 AUGUST 2012

DX

