

In accordance with Sections 859A and 859J of the Companies Act 2006.

# MR01

## Particulars of a charge



Companies House



Go online to file this information  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

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

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

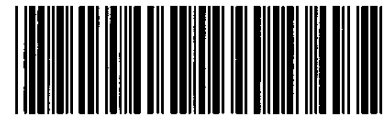
**What this form is NOT for**  
You may not use this form to register a charge where there is no instrument. Use form MR08.

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

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 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. **Do not send the original**



LD3 \*L8JZ050J\* 10/12/2019 #73

COMPANIES HOUSE  
For official use

### 1 Company details

Company number 07685360 ✓

Company name in full AFFINITURE INVESTMENTS LIMITED ✓

3  
→ **Filing 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 06/12/2019 ✓

### 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 ✓

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.

MR01  
Particulars of a charge

<b>4</b>	<b>Brief description</b>	
	Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.	Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".  Please limit the description to the available space.
Brief description		

<b>5</b>	<b>Other charge or fixed security</b>	
	Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.	
	<input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> ✓	

<b>6</b>	<b>Floating charge</b>	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box.	
	<input type="checkbox"/> <b>Yes</b> Continue <input checked="" type="checkbox"/> <b>No</b> Go to <b>Section 7</b> ✓	
	Is the floating charge expressed to cover all the property and undertaking of the company?	
	<input type="checkbox"/> <b>Yes</b>	

<b>7</b>	<b>Negative Pledge</b>	
	Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.	
	<input checked="" type="checkbox"/> <b>Yes</b> ✓ <input type="checkbox"/> <b>No</b>	

<b>8</b>	<b>Trustee statement <sup>1</sup></b>	
	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.	<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06).
	<input type="checkbox"/>	

<b>9</b>	<b>Signature</b>	
	Please sign the form here.	
Signature	<small>Signature</small> X <i>Macfarlane LLP</i> X	
	This form must be signed by a person with an interest in the charge.	

# MR01

## Particulars of a charge



### 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. The contact information you give will be visible to searchers of the public record.

Contact name  
CHRISTIAN LEIGHTON

Company name  
MACFARLANES LLP

Address  
20 CURSITOR STREET

Post town

County/Region  
LONDON

Postcode  
E C 4 A 1 L T

Country  
UNITED KINGDOM

DX

Telephone  
+44 (0) 20 7849 2655



### 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 £23 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.gov.uk/companieshouse](http://www.gov.uk/companieshouse) 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.gov.uk/companieshouse](http://www.gov.uk/companieshouse)



FILE COPY

## CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7685360

Charge code: 0768 5360 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th December 2019 and created by AFFINITURE INVESTMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th December 2019.

Given at Companies House, Cardiff on 12th December 2019



Companies House



Date 06 December 2019

**AFFINITURE INVESTMENTS LIMITED**  
as Chargor

**SHAWBROOK BANK LIMITED**  
as Security Agent

SAVE FOR MATERIAL REDACTED PURSUANT TO S 859G  
COMPANIES ACT 2006, THIS COPY INSTRUMENT IS  
CERTIFIED TO BE A CORRECT COPY OF THE ORIGINAL  
INSTRUMENT.

*Macfarlanes LLP* MACFARLANES LLP  
20 CURSITOR STREET  
LONDON EC4A 1LT

DATE: 10/12/19

**CHARGE OVER SHARES**

**MACFARLANES**

Macfarlanes LLP  
20 Cursitor Street  
London EC4A 1LT

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DATE

06 December 2019

**PARTIES**

- 1 **AFFINITY INVESTMENTS LIMITED** (company no. 07685360) whose registered office is at International House Kingsfield Court, Chester Business Park, Chester, Cheshire, CH4 9RF (the “**Chargor**”); and
- 2 **SHAWBROOK BANK LIMITED** as agent and trustee for the Secured Parties (the “**Security Agent**”).

**BACKGROUND**

- A The Chargor is entering into this deed in connection with the Senior Finance Documents.
- B The Security Agent and the Chargor intend this document to take effect as a deed notwithstanding the fact that a party may only execute this document under hand.

**IT IS AGREED** as follows:

1 **Definitions and interpretation**

1.1 **Definitions**

Unless otherwise provided in this deed, terms defined in the Facility Agreement shall have the same meaning where used in this deed.

In addition, in this deed, unless the context otherwise requires, the following words shall have the following meanings:

**Acceleration Event:** an Event of Default which has resulted in the Agent exercising any of its rights under clause 25.21 (*Acceleration*) of the Facility Agreement;

**Charged Assets:** all the assets for the time being subject to the Security created by this deed (and references to the Charged Assets include references to any part of them);

**Facility Agreement:** the Facility Agreement dated on or about the date of this deed and made between, amongst others, the Security Agent, Affiniture Cards Limited as Borrower and Account Processing and Servicing Solutions Limited as Servicer;

**LPA:** the Law of Property Act 1925;

**Original Securities:** the shares, stock, loan capital, securities, bonds and/or other investments described in schedule 1 (*Original Securities*);

**Receiver:** a person appointed by the Security Agent to be a receiver or receiver and manager or (if permitted by law) an administrative receiver of all or any part of the Charged Assets of the Chargor;

**Secured Liabilities:** all present and future liabilities and obligations at any time due, owing or incurred by the Borrower and the Servicer to any Secured Party under or in connection with the Senior Finance Documents, both actual and contingent and whether incurred solely or jointly as principal or surety and/or in any other capacity;

**Securities:** the Original Securities and all stocks, shares, loan capital, securities, bonds and investments of any kind whatsoever (whether or not marketable) in Affiniture Cards Limited now or at any time hereafter (and from time to time) owned by the Chargor, held on behalf of the Chargor, or in which the Chargor has an interest, together with all allotments offered or arising in respect thereof or incidental thereto and all stocks, shares, loan capital, securities, bonds, investments, rights, income, money or property accruing, deriving, offered or paid from

time to time by way of dividend, distribution, interest, exchange, capital reorganisation, conversion, redemption, bonus, rights, preference, option or otherwise in respect thereof;

**Securities Issuer:** the issuer of any Securities;

**Security Period:** the period starting on the date of this deed and ending on the date on which the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full, and

## 1.2 Construction

1.2.1 Unless otherwise provided in this deed, the provisions of clause 1.2 (*Construction*) of the Facility Agreement apply to this deed as though they were set out in full in this deed, *mutatis mutandis*.

1.2.2 In this deed (unless the context requires otherwise) any reference to:

1.2.2.1 the Chargor, each Obligor, each Secured Party, any Securities Issuer, any Receiver or any other person shall be construed so as to include their successors in title, permitted assigns, permitted transferees and (in the case of any Receiver) lawful substitutes and/or replacements;

1.2.2.2 a Senior Finance Document or any other agreement or instrument is a reference to that Senior Finance Document or other agreement or instrument as amended (however fundamentally, including any amendment providing for any increase in the amount of any facility or other liability) from time to time with the agreement of the relevant parties and (where such consent is, by the terms of any Senior Finance Document or the relevant document, required to be obtained as a condition to such amendment being permitted) the prior consent of the Security Agent;

1.2.2.3 "assets" includes present and future properties, revenues and rights of every description;

1.2.2.4 the Security constituted by this deed becoming "enforceable" shall mean that the Security created under this deed has become enforceable under clause 8.1 (*Enforcement events*);

1.2.2.5 "owned" includes having legal or equitable title to or a right to have legal or equitable title transferred,

1.2.2.6 "law" includes the common law, any statute, bye-law, regulation or instrument and any kind of subordinate legislation, and any order, requirement, code of practice, circular, guidance note, licence, consent or permission made or given pursuant to any of the foregoing;

1.2.2.7 a provision of law is a reference to that provision as amended or re-enacted from time to time;

1.2.2.8 a time of day is a reference to London time;

1.2.2.9 any gender includes a reference to the other genders;

1.2.2.10 the singular includes a reference to the plural and vice versa; and



1.2.2 11 a clause or schedule is to a clause or schedule (as the case may be) of or to this deed

1.2.3 Clause and schedule headings are for ease of reference only.

### 1.3 **Secured Liabilities**

References in this deed to the Secured Liabilities shall be construed in relation to the Senior Finance Documents so as to include (i) any increase or reduction in any amount made available thereunder and/or any alteration and/or addition to the purposes for which any such amount, or increased or reduced amount, may be used, (ii) any ancillary facilities provided in substitution for or in addition to the facilities originally made available thereunder, (iii) any rescheduling of the indebtedness incurred thereunder whether in isolation or in connection with any of the foregoing and (iv) any combination of any of the foregoing.

## 2 **Covenant to pay; Further advances**

### 2.1 **Covenant to pay**

The Chargor hereby covenants with the Security Agent (as trustee for the Secured Parties) that it will on demand pay and discharge all Secured Liabilities owing or incurred from or by it to the Secured Parties when the same become due in accordance with the terms of the Senior Finance Documents, whether by acceleration or otherwise, together with interest to the date of payment at such rates and upon such terms as may from time to time be agreed, commission, fees, enforcement expenses and other charges and all legal and other costs, charges and expenses, on a full and unqualified indemnity basis, which may be incurred by the Secured Parties in relation to any such Secured Liabilities or generally in respect of the Chargor.

### 2.2 **Potential invalidity**

Neither the covenant to pay in clause 2.1 (*Covenant to pay*) 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.

### 2.3 **Further advances**

This deed secures further advances made under or pursuant to the terms of the Senior Finance Documents and the Lenders are, subject to and upon the terms and conditions of the Senior Finance Documents, under an obligation to make further advances.

### 2.4 **Limited recourse**

Notwithstanding any term of any Senior Finance Document, the Chargor and the Security Agent agree that:

2.4.1 the sole recourse of the Security Agent and the other Secured Parties to the Chargor under this deed is to the Charged Assets; and

2.4.2 the liability of the Chargor to the Security Agent pursuant to or otherwise in connection with this deed and the other Senior Finance Documents shall be

2.4.2.1 limited in aggregate to an amount equal to that recovered as a result of enforcement of this deed with respect to the Charged Assets; and

2.4.2.2 satisfied only from the proceeds of sale or other disposal or realisation of the Charged Assets pursuant to this deed,

and none of the Security Agent or any other Secured Party shall have any other claim against the Chargor or any of its assets.

**3 Grant of security**

**3.1 Fixed security**

As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee hereby:

3.1.1 charges to the Security Agent (as trustee for the Secured Parties), by way of first fixed charge:

3.1.1.1 the Securities;

3.1.1.2 all dividends, distributions, interest and other income accruing, paid or payable on the Securities; and

3.1.1.3 all stocks, shares, loan capital, securities, bonds, investments, rights or property accruing, deriving, offered or paid from time to time by way of dividend, distribution, interest, exchange, capital reorganisation, conversion, redemption, bonus, rights, preference, option or otherwise in respect of the Securities.

**3.2 Title documents**

The Chargor shall on the execution of this deed in relation to Original Securities or on the date of acquisition of any other Securities or the relevant request from the Security Agent deposit with the Security Agent (and the Security Agent shall during the continuance of this security be entitled to hold):

3.2.1 all certificates and documents of title relating to the Securities;

3.2.2 such instruments of transfer in blank and other documents as the Security Agent may from time to time require for perfecting its title to the Securities or for vesting or enabling it to vest the Securities in itself or its nominee or in any purchaser; and

3.2.3 declarations of trust in favour of the Chargor executed by all persons (other than the Chargor) in whose names any of the Securities are registered.

**4 Restrictions on dealing**

The Chargor hereby covenants with the Security Agent that it will not at any time except in accordance with the terms of the Facility Agreement or with the prior consent of the Security Agent:

4.1 create or purport to create or permit to subsist any Security on or in relation to the Charged Assets; or

4.2 enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer, surrender or otherwise dispose of or cease to exercise control of all, or part of any interest in any Charged Assets.

**5 Securities**

**5.1 Registration of Securities**

Once the security constituted by this deed becomes enforceable, the Security Agent may cause any or all of the Securities to be registered in the name of the Security Agent or its nominee. The Chargor agrees promptly to execute and deliver to the Security Agent all such transfers and other documents and do all such things as may be necessary or desirable to achieve such registration.

## 5.2 Additional registration obligations

The Chargor hereby:

- 5.2.1 grants and agrees to procure as necessary, all consents, waivers, approvals and permissions which are necessary, under the articles of association of any Securities Issuer or otherwise, for the transfer of the Securities to the Security Agent or its nominee or to a purchaser upon enforcement of this deed; and
- 5.2.2 agrees to procure the amendment of the share transfer provisions of each Securities Issuer's articles of association in such manner as the Security Agent may require in order to permit such a transfer.

## 5.3 Dividends and voting rights prior to enforcement

Until the security constituted by this deed becomes enforceable, the Chargor may exercise all voting and other rights and powers attaching to the Securities and exercisable by the Chargor provided that the exercise of such voting and other rights and powers would not prejudice the Security Agent's security under this deed or the value of the Securities or contravene any Senior Finance Document. Until the security constituted by this deed becomes enforceable, the Chargor may receive and retain all dividends, distributions and other monies receivables in respect of the Securities in accordance with the terms of the Facility Agreement.

## 5.4 Dividends and voting rights post enforcement

After the security constituted by this deed has become enforceable:

- 5.4.1 all dividends and other distributions paid in respect of the Securities and received by the Chargor shall be held on trust for the Security Agent (as trustee for the Secured Parties) and forthwith paid over to the Security Agent or, if received by the Security Agent or its nominee, shall be retained by the Security Agent; and
- 5.4.2 (subject to service of notice on the Chargor of the intention to do so for the purpose of preserving or realising the value of the relevant Securities) the Security Agent may exercise or direct the exercise (or refrain from exercising or directing the exercise) of all voting and other rights and powers attaching to the Securities as the Security Agent may in its absolute discretion think fit and the Chargor shall, and shall procure that its nominees shall, comply with any such directions from the Security Agent concerning the exercise of such rights and powers.

## 5.5 Additional undertakings

The Chargor further undertakes to the Security Agent that it shall:

- 5.5.1 duly and promptly pay all calls, instalments and other moneys which may be payable from time to time in respect of the Securities, it being acknowledged by the Chargor that the Security Agent shall be under no liability whatsoever in respect of any such calls, instalments or other moneys; and
- 5.5.2 following the occurrence of an Acceleration Event, promptly give notice of this deed to any custodian of any Securities in any form which the Security Agent (acting on the instruction of the Majority Lenders) may reasonably require and use its reasonable endeavours to ensure that the custodian acknowledges that notice in any form which the Security Agent (acting on the instruction of the Majority Lenders) may reasonably require

## 6 Representations and warranties

### 6.1 Representations and warranties

The Chargor represents and warrants to the Security Agent as follows.

- 6.1.1 it has not received or acknowledged notice of any adverse claim by any person in respect of the Charged Assets or any interest in them;
- 6.1.2 there are no covenants, agreements, reservations, conditions, interests, rights or other matters whatever which materially and adversely affect the Charged Assets;
- 6.1.3 the Original Securities constitute the entire issued share capital as at the date hereof of the relevant Securities Issuer, and
- 6.1.4 the details of the Original Securities listed in schedule 1 (*Original Securities*) are accurate and complete in all respects as at the date hereof.

### 6.2 Repetition

The representations and warranties set out in clause 6.1 (*Representations and warranties*) (other than the representations and warranties in clauses 6.1.3 and 6.1.4) will be deemed to be repeated by the Chargor on each day the Repeating Representations are deemed to be repeated by reference to the facts and circumstances then existing.

### 6.3 Notice of breach

The Chargor will promptly upon becoming aware of the same give the Security Agent notice in writing of any breach of any representation or warranty set out in clause 6.1 (*Representations and warranties*).

## 7 Power to remedy

- 7.1 If the Chargor is at any time in breach of any of its obligations contained in this deed, the Security Agent shall be entitled (but shall not be bound) to remedy such breach and the Chargor hereby irrevocably authorises the Security Agent and its agents to do all things necessary or desirable in connection therewith.

- 7.2 *The rights of the Security Agent contained in this clause 7 are without prejudice to any other rights of the Security Agent hereunder and the exercise by the Security Agent of its rights under this clause shall not make the Security Agent liable to account as a mortgagee in possession.*

## 8 Enforcement

### 8.1 Enforcement events

The security constituted by this deed shall become immediately enforceable if an Acceleration Event occurs.

### 8.2 Statutory power of sale

The statutory power of sale shall arise on and be exercisable at any time after the execution of this deed (and the Secured Liabilities shall be deemed to have become due and payable for that purpose), provided that the Security Agent shall not exercise such power of sale until the security constituted by this deed has become enforceable.

**8.3 Extension of statutory powers**

Any restriction imposed by law on the power of sale (including under s.103 LPA) or on the right of a mortgagee to consolidate mortgages (including under s.93 LPA) does not apply to the security constituted by this deed and the Security Agent or any Receiver shall have the right to consolidate all or any of the security constituted by this deed with any other Security in existence at any time.

**8.4 No obligation to enquire**

No person dealing with the Security Agent or any Receiver appointed hereunder, or its agents or brokers, shall be concerned to enquire:

- 8.4.1 whether the security constituted by this deed has become enforceable;
- 8.4.2 whether any power exercised or purported to be exercised has become exercisable;
- 8.4.3 whether any money remains due under the Senior Finance Documents,
- 8.4.4 as to the necessity or expediency of the stipulations and conditions subject to which any sale of any Charged Assets shall be made, or otherwise as to the propriety or regularity of any sale of any of the Charged Assets; or
- 8.4.5 how any money paid to the Security Agent or Receiver, or its agents or brokers is to be applied

**8.5 No liability as mortgagee in possession**

Neither the Security Agent nor any Receiver shall be liable:

- 8.5.1 to account as mortgagee in possession in respect of all or any of the Charged Assets; or
- 8.5.2 for any loss upon realisation of, or for any neglect or default of any nature whatsoever in connection with, all or any of the Charged Assets for which a mortgagee in possession might as such be liable

**8.6 Redemption of prior Security**

At any time after the security constituted by this deed shall have become enforceable the Security Agent may:

- 8.6.1 redeem any prior Security;
- 8.6.2 procure the transfer thereof to itself; and/or
- 8.6.3 settle and pass the accounts of the prior encumbrancer and any account so settled and passed shall be conclusive and binding on the Chargor and all monies paid by the Security Agent to the prior encumbrancer in accordance with such accounts shall as from such payment be due from the Chargor to the Security Agent on current account and shall bear interest and be secured as part of the Secured Liabilities

**9 Receiver**

**9.1 Appointment of Receiver**

At any time after the security constituted by this deed becomes enforceable, or if the Chargor so requests, the Security Agent may without further notice, under seal or by writing under hand of a duly authorised officer of the Security Agent:

- 9.1.1 appoint any person or persons to be a Receiver of all or any part of the Charged Assets of the Chargor; and
- 9.1.2 (subject to s.45 Insolvency Act 1986) from time to time remove any person appointed to be a Receiver and appoint another in his place.

**9.2 More than one appointment**

Where more than one person is appointed Receiver, they will have power to act separately (unless the appointment by the Security Agent specifies to the contrary).

**9.3 Additional powers**

- 9.3.1 The powers of appointing a Receiver conferred by this deed shall be in addition to all statutory and other powers of the Security Agent under the Insolvency Act 1986 and the LPA or otherwise and shall be exercisable without the restrictions contained in s.109 LPA or otherwise.
- 9.3.2 The power to appoint a Receiver (whether conferred by this deed or by statute) shall be and remain exercisable by the Security Agent notwithstanding any prior appointment in respect of all or any part of the Charged Assets.

**9.4 Agent of the Chargor**

- 9.4.1 Any Receiver shall be the agent of the Chargor and the Chargor shall be solely responsible for his acts and remuneration as well as for any defaults committed by him.
- 9.4.2 No Secured Party will incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver.

**9.5 Powers of Receiver**

A Receiver shall have (and shall be entitled to exercise), in relation to the Charged Assets over which he is appointed, the following powers (as the same may be varied or extended by the provisions of this deed):

- 9.5.1 all of the powers of an administrative receiver set out in Schedule 1 Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);
- 9.5.2 all of the powers conferred from time to time on receivers, mortgagors and mortgagees in possession by the LPA;
- 9.5.3 all of the powers and rights of a legal and beneficial owner and the power to do or omit to do anything which the Chargor itself could do or omit to do; and
- 9.5.4 the power to do all things which, in the opinion of the Receiver, are incidental to any of the powers, functions, authorities or discretions conferred or vested in the Receiver pursuant to this deed or upon receivers by statute or law generally (including the bringing or defending of proceedings in the name of, or on behalf of the Chargor; the collection and/or realisation of Charged Assets in such manner and on such terms as the Receiver sees fit; and the execution of documents in the name of the Chargor (whether under hand, or by way of deed or by utilisation of the company seal of the Chargor)).

**10 Amounts received**

**10.1 Application of proceeds**

Any Receiver shall apply all monies received by him (other than insurance monies):

- 10.1.1 first in paying all taxes, duties and outgoings affecting any Charged Assets,
- 10.1.2 secondly in paying all costs, charges and expenses of and incidental to his appointment and the exercise of his powers and all outgoings paid by him;
- 10.1.3 thirdly in paying his remuneration (as agreed between him and the Security Agent);
- 10.1.4 fourthly in or towards discharge of the Secured Liabilities in such order and manner as provided for in the Senior Finance Documents; and
- 10.1.5 finally in paying any surplus to the Chargor or any other person entitled to it.

## 10.2 **Section 109(8) Law of Property Act 1925**

Neither the Security Agent nor any Receiver shall be bound (whether by virtue of s.109(8) LPA, which is hereby varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order as between any of the Secured Liabilities.

## 10.3 **Currencies of denomination**

For the purpose of or pending the discharge of any of the Secured Liabilities the Security Agent may convert any monies received, recovered or realised by the Security Agent under this deed from their existing denominations and/or currencies of denomination into such other denominations and/or currencies of denomination as the Security Agent may think fit and any such conversion shall be effected at the Security Agent's then prevailing spot selling rate of exchange.

## 10.4 **Suspense account**

All monies received recovered or realised by the Security Agent under this deed may at the discretion of the Security Agent be credited to any interest bearing suspense or impersonal account and may be held in such account for so long as the Security Agent thinks fit pending the application from time to time (as the Security Agent shall be entitled to do as it may think fit) of such monies and accrued interest thereon (if any) in or towards the discharge of any of the Secured Liabilities.

## 10.5 **New accounts**

If the Security Agent receives notice of any subsequent charge or other interest affecting all or part of the Charged Assets, the Security Agent may open a new account or accounts for the Chargor in its books, the books of the Agent or the books of another agent appointed by the Security Agent and (without prejudice to the Security Agent's right to combine accounts) no money paid to the credit of the Chargor in any such new account will be appropriated towards or have the effect of discharging any part of the Secured Liabilities. If the Security Agent does not open or arrange for the Agent or another agent appointed by the Security Agent to open a new account or accounts immediately on receipt of such notice then unless the Security Agent gives express notice to the contrary to the Chargor as from the time of receipt of such notice by the Security Agent all payments made by the Chargor to the Security Agent in the absence of any express appropriation by the Chargor to the contrary 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 Liabilities.

## 10.6 **Security Agent's set-off rights**

If the Security Agent shall have more than one account for the Chargor in its books, the books of the Agent or the books of another agent appointed by the Security Agent, the Security Agent may at any time after the security constituted by this deed has become enforceable or the Security Agent has received notice of any subsequent charge or other interest affecting all or any part of the Charged Assets and without prior notice forthwith transfer all or any part

of the balance standing to the credit of any such account to any other such account which may be in debit but the Security Agent shall notify the Chargor of the transfer having been made.

## 11 **Power of attorney and delegation**

### 11.1 **Power of attorney**

The Chargor hereby by way of security irrevocably appoints the Security Agent and (jointly and severally) each and every Receiver of this deed to be the attorney of the Chargor and in its name and on its behalf and as its act and deed or otherwise to, at any time while an Event of Default is continuing, sign, execute, seal, deliver, complete any blanks in and otherwise perfect any deed, transfer, assurance, agreement, instrument, notice or act which such Receiver or the Security Agent may consider expedient in the exercise of any of his or its powers or in respect of the Chargor's obligations under this deed. The power of attorney hereby granted is to secure the performance of obligations owed to the donees within the meaning of the Powers of Attorney Act 1971.

### 11.2 **Ratification**

The Chargor ratifies and confirms and agrees to ratify and confirm:

11.2.1 all transactions entered into by the Security Agent and/or any Receiver in the proper exercise of its or their powers in accordance with this deed; and

11.2.2 all transactions entered into by the Security Agent and/or any Administrator or Receiver in signing, sealing, delivering and otherwise perfecting any assignment, mortgage, charge, security, document or other act.

### 11.3 **Delegation**

The Security Agent and any Receiver shall have full power to delegate the powers, authorities and discretions conferred on it or him by this deed (including the power of attorney), on such terms and conditions as it or he shall see fit which shall not preclude exercise of these powers, authorities or discretions by it or him or any revocation of the delegation or subsequent delegation.

## 12 **Protection of security and further assurance**

### 12.1 **Independent security**

This deed shall be in addition to and independent of every other security or guarantee that the Security Agent or any other Secured Party may at any time hold for any of the Secured Liabilities. No prior security held by the Security Agent or any other Secured Party over the whole or any part of the Charged Assets shall merge in the security created by this deed.

### 12.2 **Continuing security**

This deed shall remain in full force and effect as a continuing security for the Secured Liabilities, notwithstanding any settlement of account or intermediate payment or discharge in whole or in part.

### 12.3 **No waivers; rights cumulative**

No failure to exercise, nor delay in exercising, on the part of the Security Agent or any Secured Party, any right or remedy under this deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy preclude any further or other exercise, or the exercise of any other right or remedy. The rights and remedies of the Security Agent and each Secured Party provided in this deed are cumulative and not exclusive of any rights or remedies provided by law.



#### 12.4 **No Chargor set-off**

The Chargor waives any right of set-off it may have now or at any time in the future in respect of the Secured Liabilities (including sums payable by the Chargor under this deed)

#### 12.5 **Further assurance**

12.5.1 The Chargor shall, promptly upon request by the Security Agent or any Receiver, at its own expense, take whatever action the Security Agent or a Receiver may require for:

12.5.1.1 creating, perfecting or protecting any security intended to be created by or pursuant to this deed;

12.5.1.2 facilitating the realisation of any Charged Asset;

12.5.1.3 exercising any right, power or discretion conferred on the Security Agent, or any Receiver or any of their respective delegates or sub-delegates in respect of any Charged Asset; or

12.5.1.4 creating and perfecting security in favour of the Security Agent (equivalent to the security intended to be created by this deed) over any Charged Asset situated in any jurisdiction outside England and Wales

12.5.2 This includes.

12.5.2.1 the re-execution of this deed;

12.5.2.2 the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance of any property, whether to the Security Agent or to its nominee; and

12.5.2.3 the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent (or the Receiver, as appropriate) may think expedient.

#### 13 **Costs and indemnity**

The provisions of clause 17.6 (*Indemnity to the Security Agent*) and clause 19 (*Costs and Expenses*) of the Facility Agreement are incorporated into this deed as if set out in full *mutatis mutandis* however in each case where the term "Security Agent" is used, such references will also be deemed to include any Receiver or Administrator.

#### 14 **Miscellaneous**

##### 14.1 **Benefit of Deed**

The benefit of this deed will be held by the Security Agent on and subject to the terms of the Senior Finance Documents on trust for the benefit of itself and the other Secured Parties without preference or priority amongst themselves as security for the Secured Liabilities, except as provided under the Senior Finance Documents.

##### 14.2 **Certificates conclusive**

A certificate or determination by the Security Agent as to any amount or rate under this deed shall be conclusive evidence of that amount or rate in the absence of any manifest error.

##### 14.3 **Financial collateral**

14.3.1 To the extent that the Charged Assets constitute "financial collateral" and this deed and the obligations of the Chargor under this deed constitute a "security financial collateral arrangement" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226)), the Security Agent shall have the right after the Security constituted by this deed has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities.

14.3.2 For the purpose of clause 14.3.1, the value of the financial collateral appropriated shall be such amount as the Security Agent reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it.

#### 14.4 **Severability**

If any provision of this deed is or becomes invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected or impaired thereby.

#### 14.5 **Third party rights**

Save as expressly provided to the contrary in a Senior Finance Document, a third party (being any person other than the Chargor and the Secured Parties and their successors and permitted assigns) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this deed. Notwithstanding any term of any Senior Finance Document, the consent of such third party is not required to rescind or vary this deed at any time.

#### 14.6 **Trustee Act 2000**

The Chargor and the Security Agent agree that the Security Agent shall not be subject to the duty of care imposed on the trustees by the Trustee Act 2000.

#### 15 **Demands and notices**

Any demand, notice, consent or communication to be made or given by or to the Chargor or the Security Agent under or in connection with this deed shall be made and delivered as provided in clause 34 (Notices) of the Facility Agreement. Any demand on the Chargor shall be validly made whether or not it contains an accurate statement of the amount of the Secured Liabilities.

#### 16 **Assignment and transfer**

##### 16.1 **Assignment by Security Agent**

The Security Agent may at any time without the consent of the Chargor, assign or transfer the whole or any part of its rights under this deed to any person to which it can transfer its rights in accordance with the terms of the Senior Finance Documents.

##### 16.2 **Assignment by Chargor**

The Chargor may not assign any of its rights or transfer any of its obligations under this deed or enter into any transaction which would result in any of these rights or obligations passing to another person.

#### 17 **Release of Security**

##### 17.1 **Release**

Subject to clause 17.3 (Discharge conditional), upon the expiry of the Security Period (but not otherwise) the Security Agent shall at the request and cost of the Chargor, take whatever action is necessary to release the Charged Assets from the Security constituted by this deed

**17.2 Avoidance of payments and reinstatement**

If any payment by an Obligor or any discharge given by a Secured Party (whether in respect of the obligations of an Obligor or any security for those obligations or otherwise) is (a) capable of being avoided or reduced (in the opinion of the Security Agent) or (b) avoided or reduced in each case as a result of insolvency or any similar event, then:

- 17.2.1 the liability of each Obligor will continue as if the payment, discharge, avoidance or reduction had not occurred;
- 17.2.2 each Secured Party will be entitled to recover the value or amount of that security or payment from each Obligor, as if the payment, discharge, avoidance or reduction had not occurred; and
- 17.2.3 the Security Agent shall be entitled to enforce this deed subsequently as if such payment, discharge, avoidance or reduction had not occurred

**17.3 Discharge conditional**

Any release, discharge or settlement between the Chargor and the Security Agent or any other Secured Party shall be deemed conditional upon no payment or security received by the Security Agent or such other Secured Party in respect of the Secured Liabilities being avoided or reduced or ordered to be refunded pursuant to any provision of any enactment relating to insolvency, bankruptcy, winding-up, administration or receivership and, notwithstanding any such release, discharge or settlement:

- 17.3.1 the Security Agent or its nominee shall be at liberty to retain this deed and the Security created by or pursuant to this deed, including all certificates and documents relating to the Charged Assets or any part thereof, for such period as the Security Agent shall deem necessary to provide the Security Agent with security against any such avoidance or reduction or order for refund; and
- 17.3.2 the Security Agent shall be entitled to recover the value or amount of such security or payment from the Chargor subsequently as if such settlement, discharge or release had not occurred and the Chargor agrees with the Security Agent accordingly and charges the Charged Assets and the proceeds of sale thereof with any liability under this clause, whether actual or contingent.

**18 Governing law**

This deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

**19 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 executed by the Chargor and is intended to be and is hereby delivered as a deed the day and year first above written and has been signed on behalf of the Security Agent.

**SCHEDULE 1**

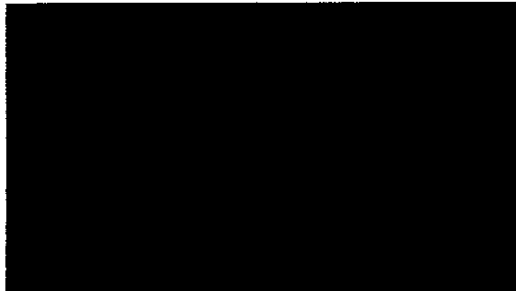
**Original Securities**

<b>Securities Issuer</b>	<b>Type of security and nominal value</b>	<b>Number of shares</b>	<b>Name of Registered Holder</b>
Affiniture Cards Limited	Ordinary shares of £1.00 each	99	Affiniture Investments Limited

**SIGNATORIES (TO CHARGE OVER SHARES)**

**The Chargor**

EXECUTED as a DEED and )  
DELIVERED by AFFINITURE )  
INVESTMENTS LIMITED acting by: )  
Peter Murray



Director

in the presence of: )

Signature:



Name:

JONATHAN BACK

Address:

DARLAND HALL FARMHOUSE  
ROSSETT, WREXHAM, LL12 0BA  
CHARGED ACCOUNTANT

Occupation:

**The Security Agent**

SIGNED by )  
for and on behalf of SHAWBROOK )  
BANK LIMITED: )

**SIGNATORIES (TO CHARGE OVER SHARES)**

**The Chargor**

EXECUTED as a DEED and )  
DELIVERED by AFFINITURE )  
INVESTMENTS LIMITED acting by: )

Director

in the presence of: )

Signature:

Name:

Address:

Occupation:

**The Security Agent**

SIGNED by WARREN MUTCH )  
for and on behalf of SHAWBROOK )  
BANK LIMITED: )

