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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 for a  
company. To do this, please  
use form MG01s

FRIDAY



\*L1D2KBLM\*

LD2 13/07/2012 #64

COMPANIES HOUSE

### 1 Company details

Company number	0	7	6	8	5	3	6	0
Company name in full	Affiniture Investments Limited (the " <b>Chargor</b> ")							

→ **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	d	0	d	6	m	0	m	7	y	2	y	0	y	1	y	2
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### 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 " <b>Share Charge</b> ") made between (1) the Chargor and (2) DFS Services LLC (the " <b>Lender</b> ")

### 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 (the "Lender")

Address 2500 Lake Cook Road, Riverwoods

United States of America

Postcode L L 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 of a mortgage or charge

### 7 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 n/a

### 8 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).

### 9 Signature

Please sign the form here

Signature

Signature  
X *Morgan 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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## Particulars of a mortgage or 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 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 Tom Jackson

Company name Mayer Brown International LLP

Address 201 Bishopsgate

Post town London

County/Region

Postcode EC2M3AF

Country United Kingdom

DX DX 556 London and City

Telephone +44 20 3130 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](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)

**6** Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

**Part 1 - Definition of liabilities secured**

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.

- (a) in whatever currency,
- (b) whether due, owing or incurred alone or jointly with others or as principal, surety or otherwise; and
- (c) including monies and liabilities purchased by or transferred to the Lender,

but excluding any money, obligation or liability which would cause the covenant set out in Clause 2 1 (*Covenant to pay*) of the Share Charge 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**")

Please read this in conjunction with Part 4 of these continuation sheets, which contains applicable definitions

**Part 2 - Particulars of property**

**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 Shares; and
- (b) any Derivative Rights relating to any of the 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 undertakes that it will not, at any time prior to the Discharge Date, create or permit to subsist any Security Interest over any

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Short particulars

Secured Asset

- (c) In Clause 4.2 (*No disposals*) of the Share Charge, the Chargor undertakes 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 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**

"**APSS**" means Account Processing and Servicing Solutions Limited, a company incorporated in England and Wales (registered number 07909435) whose registered office is at International House Kingsfield Court, Chester Business Park, Chester, Cheshire CH4 9RF,

"**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,

"**Derivative Rights**" means in relation to the 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 Shares at any time,

"**Discharge Date**" has the meaning given to it in Clause 11.1 (*Continuing security*) of the Share Charge,

"**Event of Default**" means any event or circumstance specified as such in Clause 17 (*Events of Default*) of the Facility Agreement,

"**Facility Agreement**" means the facility agreement dated on the date of the Share Charge and made between (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;

"**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;

"**Receiver**" means any receiver, receiver and manager or administrative

# MG01 - continuation page

## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

receiver appointed by the Lender over all or any of the 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,

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

**"Security Documents"** has the meaning given to it in the Facility Agreement,

**"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, and

**"Shares"** means the shares in the Borrower and APSS respectively held by the Chargor which are specified in the Schedule (*The Shares*) to the Share Charge



**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. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SHARE CHARGE DATED 6 JULY  
2012 AND CREATED BY AFFINITURE INVESTMENTS LIMITED  
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
THE COMPANY 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 13 JULY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 JULY 2012

*Re*

