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COMPANIES FORM No. 395

139557/65

Particulars of a mortgage or charge

395

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

CHFP025

Pursuant to section 395 of the Companies Act 1985

Please do not write in this margin

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

[3][1][1]

04695476

Name of company

* TradePro Card Services Limited (the "Company")

Date of creation of the charge

28 November 2007

Description of the instrument (if any) creating or evidencing the charge (note 2)

An amendment and restatement agreement dated 28 November 2007, relating to a composite guarantee and debenture (the "Deed") originally dated 9 December 2003 and entered into between, amongst others, the Company and the Bank (the "Amendment and Restatement Agreement")

Amount secured by the mortgage or charge

- (i) all indebtedness, liabilities and obligations which now or at any time hereafter may be due, owing or incurred in any manner whatsoever to the Bank (or to any Receiver) by each Charging Company (whether under the Facility Documents, any Hedging Agreement or otherwise) whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety and whether or not the Bank shall have been an original party to the relevant transaction and in whatever currency denominated including all liabilities from time to time assumed or incurred by the Bank at the request of each Charging Company in connection with foreign exchange transactions, acceptances, discounting or otherwise or under guarantees, bonds, indemnities, documentary or other accounts or any instruments whatsoever and including interest at the agreed rate, discount, commission and other lawful charges or reasonable expenses which the Bank may in the course of its business charge in respect of any facilities or accommodation or service provided by it or for keeping each Charging Company's account,

continued at Addendum 2/4

Names and addresses of the mortgagees or persons entitled to the charge

Barclays Bank PLC, registered with company number 01026167 and acting through its branch at One Churchill Place, London (the "Bank")

Postcode E14 5HP

Presenter's name address and reference (if any)

Catherine Poli
DLA Piper UK LLP
3 Noble Street
London
EC2V 7EE

86677.120855 16907096

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

TUESDAY



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11/12/2007

47

COMPANIES HOUSE

1. FIXED AND FLOATING CHARGES

1.1 Fixed charges

As a continuing security for the payment of the Secured Obligations, each Charging Company, with full title guarantee, charged, and agreed to charge, in favour of the Bank the following assets which are at any time owned by such Charging Company, or in which such Charging Company is from time to time interested

1 1 1 by way of first legal mortgage all the freehold and leasehold property (if any) vested in or charged to such Charging Company including, without limitation, the property specified in schedule 2 hereto, together with all buildings and fixtures (including trade fixtures) at any time thereon,

1 1 2 by way of first fixed charge all other interests (not being charged by clause 4 1 1 of the Deed) in any freehold or leasehold property vested in or charged to such Charging Company, the buildings and fixtures (including trade fixtures) at any time thereon, all proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land,

continued at Addendum 4/4

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

Signed DLA Piper UK LLP

Date 7 December 2007

On behalf of ~~Company~~ [mortgagee/chargee] †

A fee is payable to Companies House in respect of each register entry for a mortgage or charge (See Note 5)

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,
 for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**

Name of company

*insert full name
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* TradePro Card Services Limited (the "Company")

Addendum 1/4

1 Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

- (ii) all reasonable costs, charges and expenses properly incurred by the Bank in connection with the preparation and negotiation of the Facility Documents (subject to any agreed caps), and
- (iii) all costs, charges and expenses incurred by the Bank in connection with the protection, preservation or enforcement of its rights under any Facility Document,

provided that no obligation or liability shall be included in the definition of "**Secured Obligations**" to the extent that, if it were so included, the Deed (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985 (the "**Secured Obligations**")

Addendum 3/4

3 Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

- 1 1 3 by way of first fixed charge all plant, machinery, computers, vehicles, office and other equipment and the benefit of all contracts, licences and warranties relating to the same,
- 1 1 4 by way of first fixed charge all rights and interests of such Charging Company in, and claims under, the Insurances and the Coface Policy and all proceeds thereof held by, or written in favour of, such Charging Company or in which such Charging Company is otherwise interested,
- 1 1 5 by way of first fixed charge all its right, title, interest and benefit in and to the Accounts (other than the General Account), all monies standing to the credit of such Accounts, all interest accrued on monies standing to the credit such Accounts and all rights of such Charging Company to repayment of any of the foregoing,
- 1 1 6 by way of first fixed charge all Intellectual Property,
- 1 1 7 by way of first fixed charge the benefit of all licences, consents, agreements and authorisations held or utilised by such Charging Company in connection with its business or the use of any of its assets,
- 1 1 8 to the extent not effectively assigned under clause 4 2 of the Deed by way of first fixed charge all Receivables,
- 1 1 9 to the extent not effectively assigned under clause 4 2 2 of the Deed by way of first fixed charge all rights, title, interest and benefit in and to each of the Assigned Documents, the collateral and all rights thereunder,
- 1 1 10 by way of first fixed charge all the goodwill and uncalled capital of such Charging Company, and
- 1 1 11 by way of first fixed charge all the Charged Shares together with all the Related Rights from time to time accruing thereto

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1.2 Assignment

- 1 2 1 As a continuing security for the payment of the Secured Obligations, each Charging Company, with full title guarantee, assigned and agreed to assign, by way of security in favour of the Bank all the rights, title, interest and benefit of such Charging Company in and to the Receivables
- 1 2 2 As a continuing security for the payment of the Secured Obligations, each Charging Company, with full title guarantee, assigned and agreed to assign, by way of security in favour of the Bank all of the present and future rights, title, interest and benefit of such Charging Company in and to each of the Insurances, Group Loans, any Hedging Agreement, Group Documents and the Relevant Documents (each an "Assigned Document")

1.3 Floating charge

As further continuing security for the payment of the Secured Obligations, each Charging Company charged with full title guarantee in favour of the Bank by way of first floating charge

- 1 3 1 all its assets and undertaking whatsoever and wheresoever situated both present and future not effectively charged by way of first fixed mortgage or charge pursuant to the provisions of clause 4 1 of the Deed or not effectively assigned, by way of security, pursuant to clause 4 2 of the Deed, including, without prejudice to the generality of the foregoing, heritable property and all other property and assets in Scotland, and
- 1 3 2 all monies standing to the credit of such Charging Company from time to time on any and all accounts (including the General Account) with any bank, financial institution or other person including without prejudice to the generality of the foregoing all monies, if any, standing to the credit of accounts located in Scotland

1.4 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986)

2. CONVERSION OF FLOATING CHARGE**2.1 Conversion of floating charge**

The Bank may by written notice to a Charging Company convert the floating charge created by the Deed into a fixed charge as regards all or any of that Charging Company's assets specified in the notice if

- 2 1 1 an Event of Default has occurred and is continuing, or
- 2 1 2 the Bank in its reasonable opinion considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy

2.2 Automatic conversion of floating charge

The floating charge created by a Charging Company under the Deed shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge in relation to any of the Charged Assets subject to the floating charge created by clause 4 6 of the Deed (a "Floating Charge Asset") if such Charging Company creates (or purports to create) an encumbrance (other than a Permitted Encumbrance) on or over the relevant Floating Charge Asset without the prior consent in writing of the Bank or if any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Floating Charge Asset

2.3 No waiver

The giving by the Bank of a notice pursuant to clause 5 1 of the Deed in relation to any class of assets of any Charging Company shall not be construed as a waiver or abandonment of the rights of the Bank to serve similar notices in respect of any other class of assets or of any of the other rights of the Bank

3. CONTINUING SECURITY

- 3 1 The Deed shall be in addition to, and without prejudice to and shall not merge with, any other right, remedy, guarantee, mortgage or other security which the Bank may at any time hold for any of the Secured Obligations

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and the Deed may be enforced against each or any Charging Company without the Bank first having recourse to any other right, remedy, guarantee, mortgage or other security held or available to it

- 3 2 The Deed shall remain in full force and effect as a continuing security until the Bank shall have certified in writing that the Secured Obligations have been discharged in full

4. NEGATIVE PLEDGE

Save as permitted by the terms of the Facility Agreement, each Charging Company severally covenants with the Bank that, during the continuance of the security created by the Deed, it shall not without the prior written consent of the Bank

- 4 1 create or permit to subsist any encumbrance (other than a Permitted Encumbrance) upon any of the Charged Assets, and
- 4 2 sell, transfer, lease, lend or otherwise dispose of, other than by way of a Permitted Disposal, whether by a single transaction or a number of transactions and whether related or not, the whole or any part of the Charged Assets

5. FURTHER ASSURANCE

- 5 1 Each Charging Company will, whenever reasonably requested by the Bank and at its own expense, promptly execute such deeds or documents and take any action required by the Bank to perfect and protect the security created (or intended to be created) by the Deed or to facilitate the realisation thereof or otherwise to enforce the same or exercise any of the rights of the Bank thereunder. In particular, but without limitation, each Charging Company will
- 5 1 1 subject to clause 4 8 of the Deed, execute a valid legal mortgage in such form as the Bank shall reasonably require of any freehold or leasehold property now or in the future belonging to such Charging Company which is not hereby effectively charged by way of legal mortgage,
- 5 1 2 execute a legal assignment in such form as the Bank may reasonably require over all or any of the Receivables,
- 5 1 3 subject to clause 4 8 and clause 4 9 of the Deed execute a valid fixed charge in such form as the Bank may reasonably require over any asset the subject of the floating charge thereunder, and
- 5 1 4 subject to clauses 4 6, 4 8 and 4 9 of the Deed otherwise execute all transfers, assignments, conveyances and assurances whatsoever and give all notices, orders, instructions and directions whatsoever which the Bank may think expedient
- 5 2 Any security document required to be executed by a Charging Company pursuant to clause 8 1 of the Deed will be prepared at the reasonable cost of such Charging Company and will contain terms and conditions which are no more onerous than those contained therein
- 5 3 Each Charging Company as registered proprietor appointed the Bank as its agent to apply for the particulars of the Deed and of the interest of the Bank in the Intellectual Property and any other or future trade marks or trade mark applications registered or to be registered in the United Kingdom in the name of each Charging Company to be made on the Register of Trade Marks under section 25(1) of the Trade Marks Act 1994 and each Charging Company thereby agrees to execute all documents and forms required to enable such particulars to be entered on the Register of Trade Marks

6. COVENANTS OF THE CHARGING COMPANIES

Each of the Charging Companies under the Deed covenanted with the Bank and covenanted to procure that each other Charging Company will

6.1 Documents

- (i) not cancel, terminate or let lapse for any reason (including without limitation by effluxion of time) any right, obligation or benefit under any Hedging Agreement, Relevant Document (other than merchant agreements and the Coface Documents), Coface Document (except with respect to Non-Qualifying Accounts) or Group Document without the prior written consent of the Bank (such consent not to be unreasonably withheld or delayed),
- (ii) not breach (whether by action or inaction or otherwise) the material terms of any Facility Document, Relevant Document (other than the Coface Documents) or Group Document,
- (iii) (other than in respect of amendments of an administrative nature or to amend typographical errors or other non material matters), not amend waive or release any material rights, interests and benefits in

Name of company

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and to the Facility Documents, Relevant Documents and Group Documents without the Bank's prior written consent (not to be unreasonably withheld or delayed),

6.2 Licences

not, except with the prior written consent of the Bank, confer on any person any right or licence to occupy any land or buildings forming part of the Charged Assets or any licence to assign or sub-let any part of the Charged Assets,

6.3 Planning Acts

not carry out any development within the meaning of the Planning Acts in or upon the Charged Assets or any part thereof without first obtaining such permissions as may be required under or by virtue of the Planning Acts and, in the case of development involving a substantial change in the structure or a change of use of the Charged Assets or any part thereof, without first obtaining the written consent of the Bank,

6.4 Intellectual Property

- (i) not change the specification referred to in any of its registration of any material Intellectual Property or permit any disclaimer, condition, restriction, memorandum or other thing to be entered on the registration of any of the trade marks comprised within such material Intellectual Property, the effect of which will be to materially and adversely affect the value of such trade marks,
- (ii) not assign, sever, dispose of, or otherwise part with control of its material Intellectual Property, or create or permit to subsist any encumbrance thereon (other than a Permitted Encumbrance), or grant any licence to any person to use the same in any manner which will materially and adversely affect the value of such material Intellectual Property,

7. DEALINGS WITH ASSETS**7.1 Dealings with and realisation of Receivables**

Notwithstanding any obligations in the Facility Agreement, each Charging Company will, without prejudice to clause 4 of the Deed but in addition to the restrictions in that clause, not, without the prior written consent of the Bank, sell, assign, charge, factor or discount or in any other manner deal with any of the Receivables,

7.2 Accounts

Subject to the withdrawals from the Accounts permitted by clause 11 3 of the Deed, no Charging Company will attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in the Accounts (other than the General Account) without the prior written consent of the Bank and the Bank shall be entitled in its absolute discretion to refuse to permit any such withdrawal or transfer. If there shall from time to time be any credit balance on any other account of any Charging Company with the Bank, the Bank shall be entitled following an Event of Default which is continuing, in its absolute discretion to refuse to permit such credit balance to be utilised or withdrawn by any Charging Company (whether in whole or in part) for so long as any of the Secured Obligations are outstanding.

Subject as provided in clause 11 3 of the Deed and subject to the floating charges provided therein not having being converted to a fixed charge pursuant to clause 5 1 and clause 5 2 of the Deed, the Charging Companies shall be entitled at all times to withdraw monies from, and to otherwise operate, the General Account and any other accounts (other than the Accounts but excluding the General Account) from time to time maintained by them.

7.3 Disposals and Security Undertakings

No Charging Company will, and each Charging Company will procure that none of its Subsidiaries will, (whether by a single transaction or a series or related or unrelated transactions and whether at the same time or over a period of time) sell, transfer, licence, lease out or otherwise disposal (each a "disposal") of any of its assets or agree to do so, other than

- 7 3 1 any disposal on arm's length terms in the ordinary course of trading,
- 7 3 2 subject to clause 11 5 10 of the Deed, provided no Event of Default or Potential Event of Default has occurred and is continuing, the exchange of assets (other than Receivables, properties or shares) for other assets of a comparable or similar type, value and quality,
- 7 3 3 provided that no Event of Default or Potential Event of Default has occurred and is continuing, the

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- exchange of properties for other properties of comparable or similar type, value and quality,
- 7 3 4 the grant of any licence to use any Intellectual Property owned by any Charging Company to franchisees or third party agents in the ordinary course of business and on arm's length terms,
- 7 3 5 provided no Event of Default or Potential Event of Default has occurred and is continuing, any disposal of obsolete or redundant equipment no longer required for the efficient operation of its business,
- 7 3 6 subject to sub-clause 11 5 10 and clause 11 5 10 of the Deed, any disposal (other than a disposal of Receivables) to an Obligor provided that the relevant assets are subject to at least the same type of encumbrance in favour of the Bank that it was subject to prior to such disposal,
- 7 3 7 provided no Event of Default or Potential Event of Default has occurred and is continuing, the granting of licences to occupy properties of the Charging Company in respect of concession agreements entered into in the ordinary course of business and on arm's length terms,
- 7 3 8 any disposal of cash not otherwise prohibited by the Deed,
- 7 3 9 subject to clause 11 5 10 of the Deed, disposals (other than a disposal of Receivables) on arm's length terms where the proceeds value of the assets disposed of does not exceed in aggregate the sum of £50,000 in any financial year,
- 7 3 10 provided no Event of Default or Potential Event of Default has occurred and is continuing, disposals of Excluded Accounts or the cash proceeds thereof,
- 7 3 11 disposals of "B" and "C" shares in the Parent,
- 7 3 12 disposals pursuant to a Permitted Loan,
- 7 3 13 disposals permitted pursuant to clause 13 of the Intercreditor Deed, or
- 7 3 14 with the prior written consent of the Bank

For the purposes of clause 11 5 of the Deed, Receivables shall not include Excluded Accounts or any amounts attributed thereto

8. POWER OF ATTORNEY

Each Charging Company, by way of security, irrevocably appointed the Bank and every Receiver of the Charged Assets (or any part thereof) appointed under the Deed and any person nominated for the purpose by the Bank or any Receiver (in writing under hand signed by an officer of the Bank or any Receiver) severally as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to sign or execute (using the company seal where appropriate) any deed, document, agreement and instrument required under the terms of the Deed (including for the avoidance of doubt executing and delivering notices of the assignments pursuant to clause 4 2 and clause 8 1 2 of the Deed) and, following the occurrence of an Event of Default and for as long as the same is continuing, to do all such acts or things as may be required by the Bank or any Receiver hereunder or in the exercise of any of their powers, and each Charging Company hereby covenants with the Bank to ratify and confirm all acts or things made, done or executed by such attorney as aforesaid

NOTE:

In this Deed:

"Account Bank" means Barclays Bank PLC, London Corporate Banking, One Churchill Place, London E14 5HP, sort code 20-19-90, or such other bank as the Company may designate with the prior written approval of the Bank,

"Accounts" means

- (a) the Main Transaction Account,
- (b) the Collections Accounts,
- (c) the General Account, and
- (d) each other bank account which the Company may at any time open and maintain in accordance with the provisions of this

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Agreement,

(or any of them as the context requires),

"Assigned Document" shall have the meaning given to such term in clause 4.2.2 of the Deed,**"Charged Assets"** means all property and assets from time to time charged by or pursuant to the Deed,**"Charged Shares"** means all shares specified in schedule 3 hereto, together with all other stocks, shares, debentures, bonds, warrants, coupons or other securities and Investments owned by any Charging Company,**"Charging Company"** means each company listed in Schedule 1 hereto,**"Coface"** means Compagnie Francaise d'Assurance pour le Commerce Extérieur S A, a company incorporated under the laws of France and having its principal place of business at 12 Cours Michelet, La Defense 10, 92800 Puteaux, France,**"Coface Documents"** means the Coface Policy and such other documents as may at any time be designated by the Bank as a "Coface Document",**"Coface Policy"** means either (i) the insurance contract number 136546 GB4 between the Company and Coface under which the principal amount charged by a Customer to a Qualifying Account is insured, subject to a maximum of £7,500 per Qualifying Account and an aggregated insured amount of £20,000,000 or (ii) any replacement policy entered into with a Qualifying Insurer in a form and substance acceptable to the Bank,**"Collection Accounts"** means

(i) the sterling accounts numbered

(a) 70532029,

(b) 90276367,

(c) 30809780,

(d) 50696471, and

(e) 20983306,

each maintained at the Account Bank in the name of the Company, and

(ii) the Principal Collection Account,

"Credit Insurer" means

(i) Coface, or

(ii) such other insurer as is from time to time party to the Coface Policy,

"Event of Default" means any of the events specified in clause 17.1 of the Facility Agreement,**"Excluded Account"** means a TradePro trade card account opened and maintained by the Company for a Customer (as defined in the Facility Agreement) in respect of which notice has been provided by the to the Bank by the Company, within 30 days of such account being opened, that such account is an "Excluded Account",**"Facility Agreement"** means the warehouse facility agreement dated 9 December 2003 (as amended and restated on 28 November 2007) made between the Company (1) and the Bank (2) pursuant to which the Bank has agreed to make a warehouse facility of £15,000,000 available to the Company,**"Facility Documents"** means

(a) the Facility Agreement, the Hedging Strategy Letter (as defined in the Facility Agreement), any Hedging Agreement and the Security Documents,

(b) any other notices and/or acknowledgements that are required to be delivered pursuant to the documents listed in subparagraph (a), and

(c) any other documents which the parties to the Facility Agreement may subsequently agree constitute "Facility Documents",

"Fund" means CS Capital Partners II, LP, a limited partnership registered under the laws of England and Wales with its principal place of business at Byron House, 7-9 St James's Street, London SW1A 1EE,

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"General Account" means the sterling account numbered 50242284 maintained at the Account Bank in the name of the Company,

"Group Documents" means any Hedging Agreement, the Intra-Group Documents and the Subordinate Documents (both as defined in the Intercreditor Agreement)

"Group Loans" means Financial Indebtedness (as defined in the Facility Agreement) outstanding under the Deed Poll and the Note Issuance Facility Agreement (both as defined in the Facility Agreement) and any deep discount loan notes issued pursuant to the Deed Poll or Note Issuance Facility Agreement,

"Hedging Agreement" means such interest rate management agreement as may from time to time be entered into by the Company in accordance with the Hedging Strategy Letter,

"Insurances" means the policies of insurance, other than the Coface Policy, in which a Charging Company has an interest from time to time,

"Intercreditor Deed" means the intercreditor deed in the agreed form entered into or entered into between the Obligors (1), the Fund (2) and the Bank (3) and any other party that may accede to that deed in accordance with its terms from time to time,

"Intellectual Property" means all legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of the Charging Companies, in or relating to registered and unregistered trade marks and service marks, patents, registered designs, utility models, applications for any of the foregoing trade names, copyrights, design rights, unregistered designs, inventions, confidential information, know-how, registerable business names and other rights of every kind deriving from or through the exploitation of any of the aforementioned rights of any Charging Company,

"Investments" means shares, certificates of deposit, debentures and other investments as defined in part II of schedule II of the Financial Services and Markets Act 2000,

"Main Transaction Account" means the sterling account numbered 10640387 maintained at the Account Bank in the name of the Company,

"Non-Qualifying Account" means a TradePro Account that is not or has ceased to be a Qualifying Account,

"Obligors" means

- (a) the Company,
- (b) TradePro Operations Limited, registered number 4746414 and having its registered office at TradePro House, Seebeck Place, Knowlhill, Milton Keynes MK5 8FR,
- (c) the Parent,
- (d) TradePro Finance Limited, registered number 4746415 and having its registered office at TradePro House, Seebeck Place, Knowlhill, Milton Keynes MK5 8FR,
- (e) CDC Debt Collections Limited, registered number 4746417 and having its registered office at TradePro House, Seebeck Place, Knowlhill, Milton Keynes MK5 8FR, and
- (f) each other entity that is from time to time party to the Deed (other than the Bank),

"Parent" means TradePro Holdings Limited, registered number 4725147 and having its registered office at TradePro House, Seebeck Place, Knowlhill, Milton Keynes MK5 8FR,

"Permitted Encumbrance" means

- (a) security interests created with consent of the Bank,
- (b) liens arising by the operation of law in the ordinary course of business,
- (c) conditional sale and retention of title arrangements arising in connection with the purchase of goods in the normal course of business,
- (d) encumbrances which are fully and unconditionally discharged by the date on which the first Advance (as defined in the Facility Agreement) is made hereunder, and
- (e) the security interests created by the Junior Security Documents (as defined in the Facility Agreement),

"Permitted Disposal" means any of the matters permitted pursuant to clause 11.5 of the Deed,

"Permitted Loans" means

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- (i) normal trade credit,
- (ii) loans and the granting of credit from one Obligor (other than the Company) to another Obligor,
- (iii) loans to employees not exceeding £100,000 in aggregate at any time, and/or
- (iv) any employee incentivisation scheme relating to the "B" shares in the Parent,

"Planning Acts" means the Town and Country Planning Acts 1990 and the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991 and any regulations made pursuant thereto,

"Potential Event of Default" means any event which unless remedied would become (with the passage of time, the giving of notice, the making of any determination hereunder or any combination thereof) an Event of Default,

"Principal Collection Account" means the sterling account numbered 10093777 held at the Account Bank in the name of the Companies in to which all amounts credited to the Customer Collections Accounts (as defined in the Facility Agreement) are to be transferred on a daily basis

"Qualifying Account" means a TradePro Account

- (a) which was opened in accordance with the Account Criteria (as defined in the Facility Agreement) applying as at the date such TradePro Account was opened,
- (b) which is subject to a Qualifying Account Agreement (as defined in the Facility Agreement),
- (c) which is subject to the Credit and Collection Policies (as defined in the Facility Agreement),
- (d) which has an Arrears Multiplier (as defined in the Facility Agreement) of 6 or less,
- (e) is not an Excluded Account, and
- (f) which has not had any proven case of fraud made in respect of it,

"Qualifying Insurer" means

- (a) any insurance company which has a credit rating of A+ or better issued by Standard & Poor's Corporation or A1 or better issued by Moody's Investor Service or A+ or better issued by Fitch Investors Service, L P or A+ or better issued by A M Best Company, Inc , or
- (b) any other insurance company or insurance underwriter that the Bank consents (in writing) to being designated as such for the purposes of the Deed,

"Receivables" means

- (i) all present and future book and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts recoverable or receivable by any Charging Company from other persons or due or owing to such Charging Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever),
- (ii) the benefit of all rights and remedies relating to any of the foregoing including, without limitation, claims for damages and other remedies for non-payment of the same, all entitlements to interest, negotiable instruments, guarantees, indemnities, encumbrances, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights, and
- (iii) all proceeds of any of the foregoing,

"Receiver" means any receiver or receiver and manager appointed by the Bank under the Deed,

"Related Rights" means, in relation to the relevant Charged Shares, all dividends, distributions and other income paid or payable on the relevant Charged Shares (as the case may be), together with

- (i) all shares or other property derived from the Charged Shares (as the case may be), and
- (ii) all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to the relevant Charged Shares (whether by way of conversion, redemption, bonus, preference, option or otherwise),

"Relevant Documents" means

Name of company

*insert full name
of Company

* TradePro Card Services Limited (the "Company")

- (i) the computer software development agreement dated 6 June 2003 between Weatherbys IT Services Limited (1) and TradePro Operations Limited (2),
 - (ii) the agreement relating to the provision of managed IT services dated 6 June 2003 between TradePro Operations Limited (1) and Weatherbys IT Services Limited (2) (as amended on 16 June 2007),
 - (iii) each agreement entered into between the Company and a merchant from time to time, and
 - (iv) the Servicing Agreement and the Standby Servicing Agreement (both as defined in the Facility Agreement),
- and any replacement or amended document which may be entered into, from time to time, with , in the case of the documents listed in paragraphs (i), (ii) and (iv), the consent of the Bank (such consent not to be unreasonably withheld or delayed),

"Security Documents" means

- (a) the Senior Security Documents,
- (b) the Intercreditor Deed, and
- (c) any notices and/or acknowledgements that are required to be delivered pursuant to the documents listed in subparagraphs (a) and (b),

"Senior Security Documents" means the Deed and any further security which may be granted by an Obligor, in favour of the Bank, in connection with this Facility which the Parties have agreed constitutes a "Senior Security Document",

"TradePro Account" means any Qualifying Accounts and/or any Non-Qualifying Accounts and **"TradePro Accounts"** shall include all Qualifying Accounts and Non-Qualifying Accounts (and for the avoidance of doubt **"TradePro Account(s)"** shall not include Excluded Account(s)),

Company number

04695476

Name of company

*insert full name
of Company

* TradePro Card Services Limited (the "Company")

SCHEDULE 1**The Charging Companies**

Company Name	Registered No.	Registered Office
Company	4695476	TradePro House, Seebeck Place, Knowlhill, Milton Keynes MK5 8FR
TradePro Finance Limited	4746415	TradePro House, Seebeck Place, Knowlhill, Milton Keynes MK5 8FR
TradePro Operations Limited	4746414	TradePro House, Seebeck Place, Knowlhill, Milton Keynes MK5 8FR
CDC Debt Collections Limited	4746417	TradePro House, Seebeck Place, Knowlhill, Milton Keynes MK5 8FR
TradePro Holdings Limited	4725147	TradePro House, Seebeck Place, Knowlhill, Milton Keynes MK5 8FR

SCHEDULE 2**Details of Unregistered Land**

not applicable

Company number

04695476

Name of company

*insert full name
of Company

* TradePro Card Services Limited (the "Company")

Charged Shares

not applicable

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No 04695476

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN AMENDMENT AND RESTATEMENT AGREEMENT DATED THE 28th NOVEMBER 2007 AND CREATED BY TRADEPRO CARD SERVICES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH CHARGING COMPANY TO BARCLAYS BANK PLC (OR TO ANY RECEIVER) ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 11th DECEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17th DECEMBER 2007

P. Con



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES