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in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

145229/52

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.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[3] [] [] []

5418233

Name of company

* CLODE FUNDING LIMITED (the "Company")

Date of creation of the charge

28 January 2009

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

5 Debenture dated 28 January 2009 (the "Deed") between the Charging Companies and the Security Agent (each as defined herein)

Amount secured by the mortgage or charge

Charge
4
+
10.
All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of each Charging Company to the Security Agent and/or the other Secured Parties (or any of them) under or pursuant to any Finance Document (including all monies covenanted to be paid under the Deed) ("Secured Obligations")

All capitalised terms not defined elsewhere in this form 395 are as defined in Schedule 1 to this form.

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

01 x 95.
Barclays Bank PLC (the "Security Agent"), acting through its Global Transactional Sales Department,
1 Churchill Place, London.

Postcode E14 5HP

Presenter's name address and
reference (if any):

Zuber Mitchla
DLA Piper UK LLP
3 Noble Street
London
EC2V 7EE

86677.120856.22837386.ZM

Time critical reference

For official Use (02/06)
Mortgage Section

TUESDAY



A52

AXWA87G8

17/02/2009

COMPANIES HOUSE

334

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1. GRANT OF SECURITY

2.1 Nature of security

All Security and dispositions created or made by or pursuant to the Deed are created or made:

- (a) in favour of the Security Agent;
- (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and
- (c) as continuing security for payment of the Secured Obligations.

1.2 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).

Continued at Addendum 4/4

Particulars as to commission allowance or discount (note 3)

N/A

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

Signed

DLA PIPER UK LLP

Date

16/02/09

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

† 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

5418233

Name of company

*insert full name
of Company

* CLODE FUNDING 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)

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)

2. FIXED SECURITY**2.1 Fixed charges**

Each Charging Company charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest:

- (a) by way of first legal mortgage:
 - (i) the Real Property (if any) specified in part 1 of schedule 2 (*Details of Security Assets*); and
 - (ii) all other Real Property (if any) at the date of the Deed vested in, or charged to, such Charging Company (not charged by clause 2.1(a)(i))
- (b) by way of first fixed charge:
 - (i) all other Real Property and all interests in Real Property (not charged by clause 2.1(a));
 - (ii) all licences to enter upon or use land and the benefit of all other agreements relating to land; and
 - (iii) the proceeds of sale of all Real Property;
- (c) by way of first fixed charge all plant and machinery (not charged by clause 2.1(a) or 2.1(b)) and the benefit of all contracts, licences and warranties relating to the same;
- (d) by way of first fixed charge:
 - (i) all computers, vehicles, office equipment and other equipment (not charged by clause 2.1(c)); and

Name of company

*insert full name
of Company

* CLODE FUNDING LIMITED (the "Company")

(ii) the benefit of all contracts, licences and warranties relating to the same,

other than any which are for the time being part of any Charging Company's stock-in-trade or work-in-progress;

(e) by way of first fixed charge:

(i) the Charged Securities referred to in part 2 of schedule 2 (*Details of Security Assets*); and

(ii) all other Charged Securities (not charged by clause 2.1(e)(i)),

in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which such Charging Company may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments;

(f) by way of first fixed charge:

(i) the BPA Collections Account and all monies at any time standing to the credit of the BPA Collections Account;

(ii) the Clode Collection Account and all monies at any time standing to the credit of the Clode Collection Account;

(iii) the Company Collections Account and all monies at any time standing to the credit of the Company Collections Account;

(iv) the Funding Account and all monies at any time standing to the credit of the Funding Account; and

(v) all accounts of such Charging Company with any bank, financial institution or other person at any time (not charged by clauses 2.1(f)(i), 2.1(f)(ii), 2.1(f)(iii) or 2.1(f)(iv)) and all monies at any time standing to the credit of such accounts,

in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing;

(g) by way of first fixed charge the Intellectual Property;

(h) to the extent that any Assigned Asset is not effectively assigned under clause 2.2 (*Security assignments*), by way of first fixed charge such Assigned Asset; and

(i) by way of first fixed charge (to the extent not otherwise charged or assigned in the Deed):

(i) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of such Charging Company or the use of any of its assets; and

(ii) any letter of credit issued in favour of such Charging Company and all bills of exchange and other negotiable instruments held by it; and

(j) by way of first fixed charge all of the goodwill and uncalled capital of such Charging Company.

2.2 Security assignments

Each Charging Company assigns and agrees to assign absolutely (subject to a proviso for reassignment on

Name of company

*insert full name
of Company

* CLODE FUNDING LIMITED (the "Company")

redemption) all of its present and future right, title and interest in and to:

- (a) the Company Receivables;
- (b) the CRFL Receivables;
- (c) the Other Receivables;
- (d) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising therefrom;
- (e) each of the following:
 - (i) all Insurances specified in part 4 of schedule 2 (*Details of Security Assets*); and
 - (ii) all other Insurances (not assigned by clause 2.2(e)(i)),

and all claims under the Insurances and all proceeds of the Insurances.

To the extent that any Assigned Asset described in clause 2.2(e) is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of such Charging Company to any proceeds of such Insurances.

3. FLOATING CHARGE

Each Charging Company charges and agrees to charge by way of first floating charge all of its present and future:

- (a) assets and undertaking (wherever located) not otherwise effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 2.1 (*Fixed charges*), clause 2.2 (*Security assignments*) or any other provision of the Deed; and
- (b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland.

4. CONVERSION OF FLOATING CHARGE

4.1 Conversion by notice

The Security Agent may, by written notice to a Charging Company, convert the floating charge created under the Deed into a fixed charge as regards all or any of the assets of such Charging Company specified in the notice if:

- (a) an Event of Default has occurred and is continuing; or
- (b) the Security Agent (acting reasonably) considers any Security 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.

4.2 Small companies

The floating charge created under the Deed by any Charging Company shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of such Charging Company.

4.3 Automatic conversion

Name of company

*insert full name
of Company

* CLODE FUNDING LIMITED (the "Company")

The floating charge created under the Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge:

- (a) in relation to any Security Asset which is subject to a floating charge if:
 - (i) such Charging Company creates (or attempts or purports to create) any Security (other than as expressly permitted under the Facility Agreement) on or over the relevant Security Asset without the prior written consent of the Security Agent; or
 - (ii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset; and
- (b) over all Security Assets of a Charging Company which are subject to a floating charge if an administrator is appointed in respect of such Charging Company or the Security Agent receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986).

4.4 Scottish property

Clause 4.3 (*Automatic conversion*) will not apply to any assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to section 72 of the Insolvency Act 1986 by reason of such automatic conversion.

4.5 Partial conversion

The giving of a notice by the Security Agent pursuant to clause 4.1 (*Conversion by notice*) 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 Security Agent to serve similar notices in respect of any other class of assets or of any other right of the Security Agent and/or the other Secured Parties.

5. CONTINUING SECURITY

5.1 Continuing security

The Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. The Deed shall remain in full force and effect as a continuing security for the duration of the Security Period.

6.2 Additional and separate security

The Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which the Security Agent and/or any other Secured Party may at any time hold for any Secured Obligation.

6.3 Right to enforce

The Deed may be enforced against each or any Charging Company without the Security Agent and/or any other Secured Party first having recourse to any other right, remedy, guarantee or Security Interest held by or available to it.

7. LIABILITY OF CHARGING COMPANIES RELATING TO SECURITY ASSETS

Notwithstanding anything contained in the Deed or implied to the contrary, each Charging Company remains liable to observe and perform all conditions and obligations assumed by it in relation to the Security Assets. The Security Agent is under no obligation to perform or fulfil any such condition or obligation or to make any payment in respect

Name of company

*insert full name
of Company

* CLODE FUNDING LIMITED (the "Company")

of any such condition or obligation.

8. ACCOUNTS

No monies at any time standing to the credit of any account (of any type and however designated) of any Charging Company with the Security Agent and/or any other Secured Party (or any of them) or in which any Charging Company has an interest (and no rights and benefits relating thereto) shall be capable of being assigned to any person other than a Secured Party.

9. UNDERTAKINGS BY THE CHARGING COMPANIES

9.1 Negative pledge and disposals

No Charging Company shall do or agree to do any of the following without the prior written consent of the Security Agent:

- (a) create or permit to subsist any Security Interest on any Security Asset except as expressly permitted under the Facility Agreement; or
- (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not and whether voluntarily or involuntarily) the whole or any part of its interest in any Security Asset (except as expressly permitted under the Facility Agreement).

9.2 Security Assets generally

Each Charging Company shall:

- (a) not, except with the prior written consent of the Security Agent (such consent not to be unreasonably withheld or delayed), enter into any onerous or restrictive obligation affecting any Security Assets (except as expressly permitted under the Facility Agreement);
- (b) not do, cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any Security Asset (or make any omission which has such an effect).

9.3 Real Property undertakings - maintenance

- (a) No Charging Company shall, except with the prior written consent of the Security Agent (such consent not to be unreasonably withheld) or as expressly permitted under the Facility Agreement:
 - (i) confer on any person any lease or tenancy of any of the Real Property or accept a surrender of any lease or tenancy (whether independently or under any statutory power);
 - (ii) confer on any person any right or licence to occupy any land or buildings forming part of the Real Property; or
 - (iii) grant any licence to assign or sub-let any part of the Real Property.
- (b) No Charging Company shall carry out any development within the meaning of the Planning Acts in or upon any part of the Real Property 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 of, or a change of use of, any part of the Real Property, without first obtaining the written consent of the Security Agent.
- (c) No Charging Company shall do, or knowingly permit to be done, anything as a result of which any lease

Name of company

*insert full name
of Company

* CLODE FUNDING LIMITED (the "Company")

may be liable to forfeiture or otherwise be determined.

9.4 Dealings with and realisation of the Company Receivables

Each Charging Company shall:

- (a) without prejudice to clause 9.1 (*Negative pledge and disposals*) (but in addition to the restrictions in that clause), not, without the prior written consent of the Security Agent, sell, assign, charge, factor or discount or in any other manner deal with any of the Company Receivables;

9.5 Dealings with and realisation of the CRFL Receivables

Each Charging Company shall:

- (a) without prejudice to clause 9.1 (*Negative pledge and disposals*) (but in addition to the restrictions in that clause), not, without the prior written consent of the Security Agent, sell, assign, charge, factor or discount or in any other manner deal with any of the CRFL Receivables;
- (b) No Charging Company shall, except with the prior written consent of the Security Agent (such consent not to be unreasonably withheld) or as expressly permitted under the Facility Agreement:
 - (i) confer on any person any lease or tenancy of any of the Real Property or accept a surrender of any lease or tenancy (whether independently or under any statutory power);
 - (ii) confer on any person any right or licence to occupy any land or buildings forming part of the Real Property; or
 - (iii) grant any licence to assign or sub-let any part of the Real Property.
- (c) No Charging Company shall carry out any development within the meaning of the Planning Acts in or upon any part of the Real Property 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 of, or a change of use of, any part of the Real Property, without first obtaining the written consent of the Security Agent.

9.6 Dealings with and realisation of the Other Receivables

Each Charging Company shall:

- (a) without prejudice to clause 9.1 (*Negative pledge and disposals*) (but in addition to the restrictions in that clause), not, without the prior written consent of the Security Agent, sell, assign, charge, factor or discount or in any other manner deal with any of the Other Receivables;
- (b) If at any time any Charging Company defaults in:
 - (i) effecting or keeping up the insurances (A) required under the Facility Agreement or (B) referred to in this clause; or
 - (ii) producing any insurance policy or receipt to the Security Agent on demand,

the Security Agent may (without prejudice to its rights under clause 12 (*Power to remedy*) of the Deed) take out or renew such policies of insurance in any sum which the Security Agent may reasonably think expedient. All monies which are expended by the Security Agent in doing so shall be deemed to be properly paid by the Security Agent and shall be reimbursed by such Charging Company on demand.

Name of company

*insert full name
of Company

* CLODE FUNDING LIMITED (the "Company")

- (c) Each Charging Company shall notify the Security Agent if any claim arises or may be made under the Insurances.

9.7 Operation of BPA Collections Account

No Charging Company shall withdraw or attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in the BPA Collections Account without the prior written consent of the Security Agent, and the Security Agent shall be entitled (in its absolute discretion) to refuse to permit any such withdrawal or transfer.

9.8 Operation of Clode Collection Account

No Charging Company shall withdraw or attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in the Clode Collection Account unless expressly permitted to do so under the Facility Agreement or with the prior written consent of the Security Agent, and the Security Agent shall be entitled (in its absolute discretion) to refuse to permit any such withdrawal or transfer.

9.9 Operation of Company Collections Account

No Charging Company shall withdraw or attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in the Company Collections Account unless expressly permitted to do so under the Facility Agreement or with the prior written consent of the Security Agent, and the Security Agent shall be entitled (in its absolute discretion) to refuse to permit any such withdrawal or transfer.

9.10 Operation of Funding Account

Whilst an Event of Default is continuing no Charging Company shall withdraw or attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in the Funding Account unless expressly permitted to do so under the Facility Agreement or with the prior written consent of the Security Agent, and the Security Agent shall be entitled (in its absolute discretion) to refuse to permit any such withdrawal or transfer.

9.11 Charged Account and notices

- (a) No bank account may be held with another bank or financial institution without the consent of the Security Agent.
- (b) Where any Charged Account of any Charging Company is not maintained with the Security Agent, the relevant Charging Company shall deliver to the relevant account bank a duly completed notice and procure that such account bank executes and delivers to the Security Agent an acknowledgement, in each case in a form to the satisfaction of the Security Agent.

9.12 Charged Investments - protection of security

- (a) No Charging Company shall nominate another person to enjoy or exercise all or any specified rights of the Charging Company in relation to its Charged Investments, as contemplated by section 145 of the Companies Act 2006 or otherwise.

10. SET-OFF

10.1 Set-off rights

- (a) The Security Agent and each other Secured Party may (but shall not be obliged to) set off any obligation which is due and payable by any Charging Company and unpaid (whether under the Finance Documents or which has been assigned to the Security Agent or such other Secured Party by any other Charging

Name of company

*insert full name
of Company

* CLODE FUNDING LIMITED (the "Company")

Company) against any obligation (whether or not matured) owed by the Security Agent or such other Secured Party to such Charging Company, regardless of the place of payment, booking branch or currency of either obligation.

- (b) At any time after the Security has become enforceable (and in addition to its rights under clause 18.1(a)), the Security Agent and each other Secured Party may (but shall not be obliged to) set-off any contingent liability owed by a Charging Company under any Finance Document against any obligation (whether or not matured) owed by the Security Agent or such other Secured Party to such Charging Company, regardless of the place of payment, booking branch or currency of either obligation.
- (c) If the obligations are in different currencies, the Security Agent or such other Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.
- (d) If either obligation is unliquidated or unascertained, the Security Agent or such other Secured Party may set off in an amount estimated by it in good faith to be the amount of that obligation.

10.2 Time deposits

Without prejudice to clause 18.1 (*Set-off rights*), if any time deposit matures on any account which any Charging Company has with the Security Agent at a time within the Security Period when:

- (a) this Security has become enforceable; and
- (b) no Secured Obligation is due and payable,

such time deposit shall automatically be renewed for such further maturity as the Security Agent in its absolute discretion considers appropriate unless the Security Agent otherwise agrees in writing.

11. FURTHER ASSURANCES

11.1 Further action

Each Charging Company shall at its own expense, immediately do all acts and execute all documents as the Security Agent or a Receiver may reasonably specify (and in such form as the Security Agent or a Receiver may reasonably require) for:

- (a) creating, perfecting or protecting the Security intended to be created by the Deed or any other Security Document;
- (b) facilitating the realisation of any Security Asset;
- (c) facilitating the exercise of any rights, powers and remedies exercisable by the Security Agent or any Receiver or any Delegate in respect of any Security Asset or provided by or pursuant to the Finance Documents or by law; or
- (d) creating and perfecting Security in favour of the Security Agent over any property and assets of that Charging Company located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be created by or pursuant to the Deed or any other Security Document.

This includes:

- (i) the re-execution of the Deed or such Security Document;
- (ii) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of

Name of company

*insert full name
of Company

* CLODE FUNDING LIMITED (the "Company")

any property, whether to the Security Agent or to its nominee; and

(iii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent may think expedient.

11.2 Finance Documents

Each Charging Company shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security Interest conferred or intended to be conferred on the Security Agent or pursuant to the Finance Documents.

11.3 Specific security

Without prejudice to the generality of clause 11.1 (*Further action*), each Charging Company will immediately upon request by the Security Agent execute any document contemplated by that clause over any Security Asset which is subject to or intended to be subject to any fixed security under the Deed (including any fixed security arising or intended to arise pursuant to clause 3 (*Conversion of floating charge*)).

12. APPOINTMENT OF RECEIVERS

The Deed gives the Security Agent the power to appoint a Receiver.

13. POWER OF ATTORNEY

Each Charging Company, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any Delegate to be its attorney to take any action whilst an Event of Default is continuing or enforcement of the Security has occurred which such Charging Company is obliged to take under the Deed, including under clause 10 (*Further assurances*) or, if no Event of Default is continuing, which such Charging Company has failed to take. Each Charging Company ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.

SCHEDULE 1

| Name of Original Guarantor | Registration number (or equivalent, if any) |
|--|---|
| Clode Retail Finance Limited (previously known as Clode plc) | 01531380 |
| Clode Holdings Limited (previously known as Oval (1796) Limited) | 04625093 |
| Sidney Clode Finance Limited | 00679375 |

The Charging Companies

| Company name | Registered number |
|------------------------------|-------------------|
| Clode Funding Limited | 05418233 |
| Clode Retail Finance Limited | 01531380 |
| Clode Holdings Limited | 04625093 |
| Sidney Clode Finance Limited | 00679375 |

In this form:

DEFINITIONS

"Account Bank" means Barclays Bank PLC or such other bank as the Company may designate with the prior written approval of the Lender;

"Accession Agreement" means a letter, substantially in the form of schedule 7 (*Form of Accession Agreement*) of the Facility Agreement, with such amendments as the Lender and the Company may agree;

"Asset Finance Lender" means Barclays Mercantile Business Finance Limited;

"Assigned Assets" means the Security Assets expressed to be assigned pursuant to clause 2.2 (*Security assignments*);

"Additional Guarantor" means a member of the Group which becomes a Guarantor after the date of the Facility Agreement;

"Barclays Asset Finance Lease" means the £300,000 asset finance lease entered or to be entered into between Barclays Mercantile Business Finance Limited and Clode;

"BNPL Loan" means any loan which is made by the Company to a customer on a basis which does not bear interest for a period of up to (but not exceeding) 48 months except that, to the extent that a BNPL Loan has not been repaid in full by the expiry of the interest free period, it shall be treated as a BNPL Loan for the purposes of the Facility Agreement;

"BoS" means The Governor and Company of the Bank of Scotland (now known as the Bank of Scotland plc in accordance with the HBOS Group Reorganisation Act 2006);

"BPA Collections Account" means the account in the name of the Company held with the Lender with account number 00602876, sort code 20-19-90, designated "Clode Funding Limited BPA Collections Account";

"CF Loan" means any consumer finance loan which is made by the Company to a customer (excluding IF Loans except IF Loans which have not been repaid in full by the end of the interest free period);

"Charged Accounts" means:

- (a) the BPA Collections Account;
- (b) the Clode Collection Account;
- (c) the Company Collections Account;
- (d) the Funding Account; and
- (e) any other account charged by or pursuant to this Deed;

"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities;

"Charged Securities" means:

- (a) the securities specified in part 2 of schedule 2 (*Details of Security Assets*); and
- (b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "*investments*" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of the Deed) now or in future owned (legally or beneficially) by a Charging Company or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which such Charging Company has an interest at any time;

"Clode" means Clode Retail Finance Limited (previously known as Clode plc), a company incorporated in England and Wales with registration number 01531380;

"Clode Collection Account" means the account of Clode (no. 00144770) designated "Clode Retail Finance Limited (re Newco) Collection Account" with the Account Bank and held on trust for the Company pursuant to the Clode Declaration of Trust, or such other account as the Company may designate with the prior written consent of the Lender;

"Clode Declaration of Trust" means the declaration of trust dated on or about the date of the Facility Agreement made by Clode;

"Clode Funding Receivable" means:

- (a) any CF Loan (and any related payment protection insurance policy) to a customer originated by the Company; or
- (b) any IF Loan (and any related payment protection insurance policy) to a customer originated by the Company; or
- (c) any BNPL Loan (and any related payment protection insurance policy) to a customer originated by the Company; or
- (d) any DO Loan (and any related payment protection insurance policy) to a customer originated by the Company; or
- (e) any other Receivable originated by the Company which is permitted under clause 4.4 (*Other Receivables*);

"Clode Receivable" means:

- (a) any CF Loan (and any related payment protection insurance policy) to a customer originated by and sold to the Company by Clode pursuant to the Sale Agreement; or
- (b) any IF Loan (and any related payment protection insurance policy) to a customer originated by and sold to the Company by Clode pursuant to the Sale Agreement; or
- (c) any CF Loan (and any related payment protection insurance policy) to a customer originated by and sold to the Company by Clode pursuant to the Sale Agreement; or
- (d) any IF Loan (and any related payment protection insurance policy) to a customer originated by and sold to the Company by Clode pursuant to the Sale Agreement; or
- (e) any other Receivable originated by and sold to the Company by Clode pursuant to the Sale Agreement which is permitted under clause 4.4 (*Other Receivables*);

"Clode Receivable Income" means all regular and irregular payments made by customers or any other party to Clode in respect of Eligible Clode Receivables;

"Collections Accounts" means the Company Collections Account and the BPA Collections Account;

"Companies Act" means if the relevant provision of the Companies Act 1985 is still in force, the Companies Act 1985 in so far as it relates to that provision and, if not, the Companies Act 2006;

"Company Collections Account" means the account in the name of the Company held with the Lender with account number 00496030, sort code 20-19-90, designated "Clode Funding Limited Collections Account";

"Company Receivables" means Receivables arising from the Clode Funding Receivables;

"CRFL Receivables" means Receivables arising from any Clode Receivable;

"Delegate" means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Security Agent or by a Receiver;

"DO Loan" means any loan which is made by the Company to a customer on a basis which does not bear interest for a period of up to (but not exceeding) 48 months except that, to the extent that a DO Loan has not been repaid in full by the expiry of the interest free period, it shall be treated as a DO Loan for the purposes of the Facility Agreement;

"Event of Default" means an event specified as such in clause 23 (*Default*) of the Facility Agreement;

"Facility Agreement" means the Facility Agreement originally dated 7 July 2005 made between the Charging Companies and the Security Agent as amended and restated from time to time including 28 January 2009;

"Finance Document" means:

- (a) the Debenture;
- (b) a Security Document;
- (c) an Accession Agreement;
- (d) the Subordination Agreement;
- (e) the Clode Declaration of Trust;
- (f) the Sale Agreement;
- (g) the Servicing Agreement;
- (h) the Priority Deed;
- (i) the Barclays Asset Finance Lease;
- (j) any hedging agreement entered into between the Lender and the Company in accordance with clause 20.12(b) of the Facility Agreement for the purposes of hedging the Company's interest rate liabilities in relation to the Revolving Facility; or
- (k) any other document designated as such by the Lender and the Company;

"Finance Parties" means the Lender and the Asset Finance Lender and their respective affiliates;

"Funding Account" means the account in the name of the Company held with the Lender with account number 40068179, sort code 20-19-90, designated "Clode Funding Limited Funding Account";

"Group" means the Parent and its Subsidiaries;

"Guarantor" means an Original Guarantor or an Additional Guarantor;

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement entered into by the Company for the purpose of hedging interest rate liabilities in relation to all or part of the Revolving Facility;

"IF Loan" means any loan which is made by the Company to a customer on a basis which does not bear interest for a period of up to (but not exceeding) 48 months except that, to the extent that an IF Loan has not been repaid in full by the expiry of the interest free period, it shall be treated as a CF Loan for the purposes of the Facility Agreement;

"Insurances" means all policies of insurance (and all cover notes) which are at any time held by or written in favour of a Charging Company, or in which a Charging Company from time to time has an interest (including, without limitation the policies of insurance (if any) specified in part 4 of schedule 2 (*Details of Security Assets*));

"Intellectual Property" means all present and future legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of each Charging Company in, or relating to:

- (a) any patents, registered and unregistered trade marks and service marks, registered designs, utility models, trade names, copyrights, design rights, unregistered designs, inventions, confidential information, know-how, registrable business names, database rights, domain names; and

- (b) the benefit of all applications for, all rights to use, and any other rights of every kind deriving from or through the exploitation of, any of assets mentioned in paragraph (a) of this definition;

"Lender" means Barclays Bank PLC;

"Obligor" means the Company or a Guarantor;

"Origination Agreement" means any origination agreement entered into by the Company pursuant to clause 20.25 (*Origination Agreement*) of the Facility Agreement;

"Other Receivables" means all Receivables excluding any Company Receivables or CRFL Receivables;

"Other Servicing Agreement" means any standby servicing agreement entered into by the Company pursuant to clause 20.24 (*Standby Servicer*) of the Facility Agreement;

"Parent" means Clode Holdings Limited, a company incorporated in England and Wales with registration number 04625093;

"Planning Acts" means (a) the Town and Country Planning Act 1990, (b) the Planning (Listed Buildings and Conservation Areas) Act 1990, (c) the Planning (Hazardous Substances) Act 1990, (d) the Planning (Consequential Provisions) Act 1990, (e) the Planning and Compensation Act 1991, (f) any regulations made pursuant to any of the foregoing and (g) any other legislation of a similar nature;

"Priority Deed" means the deed of priority between, among others, BoS, Clode, the Company and the Lender dated on or about the date of this agreement;

"Real Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to any Charging Company, or in which any Charging Company has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in part 1 of schedule 2 (*Details of Security Assets*)), together with:

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon;
- (b) all easements, rights and agreements in respect thereof;
- (c) the benefit of all covenants given in respect thereof;

"Receivables" means all present and future book debts and other debts, rentals, royalties, fees, value added tax and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, any Charging Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with:

- (a) the benefit of all rights, guarantees, Security Interest and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights); and
- (b) all proceeds of any of the foregoing;

"Receiver" means any receiver, receiver and manager or administrative receiver appointed by the Security Agent under the Deed;

"Related Rights" means, in relation to any Charged Security:

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition; and
- (b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

"Relevant Contract" means:

- (a) each Hedging Agreement;
- (b) each Other Servicing Agreement;
- (c) each Origination Agreement; and
- (d) each agreement specified in part 3 of schedule 2 (*Details of Security Assets*),

together with each other agreement supplementing or amending or novating or replacing the same;

"Revolving Facility" means the revolving credit facility referred to in clause 2.1(a) (*Facilities*) of the Facility Agreement;

"Sale Agreement" means each of:

- (a) the sale and purchase agreement dated the date of this agreement;
- (b) the sale and purchase agreement dated on or on about 17 November 2005; and
- (c) any other sale and purchase agreement,

in each case between Clode and the Company relating to the sale of Clode Receivables from Clode to the Company, substantially in the form previously approved by the Lender;

"Secured Parties" means the "Finance Parties" as defined in the Security Agreement;

"Security" means the Security Interests created or evidenced by or pursuant to the Deed;

"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Deed;

"Security Document" means:

- (a) the security agreement entered into between the Company, the Original Guarantors, the Lender and Barclays Mercantile Business Finance Limited dated the dated 7 July 2005 (the **"Security Agreement"**);

- (b) any security agreement in the form of the Security Agreement with such amendments as the Lender may approve or reasonably require; and
- (c) any other document evidencing or creating security over any asset of an Obligor to secure any obligation of any Obligor to the Lender under the Finance Documents,

and shall include, for the avoidance of doubt, the security document dated on or on about the Third Restatement Date entered into between the Obligors and the Lender;

"Security Interest" means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect;

"Security Period" means the period beginning on the date of the Deed and ending on the date on which:

- (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and
- (b) no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents.

"Servicing Agreement" means the agreement entered into between the Company and Clode for the servicing and/or administration of the Receivables as amended, varied, replaced or supplemented from time to time;

"Subordinated Creditor" means Clode;

"Subordination Agreement" means the subordination agreement entered into between the Company, the Subordinated Creditor and the Lender on the date of the Facility Agreement;

"Subsidiary" means a subsidiary within the meaning of section 736 of the Companies Act or any equivalent legislation in any other relevant jurisdiction;

"Third Restatement Date" means 28 January 2009;

SCHEDULE 2

Details of Security Assets

Part 1 - Real Property

None

Part 2 - Charged Securities

| Charging Company | Name of company in which shares are held | Class of shares held | Number of shares held | Issued share capital |
|--|--|----------------------|-----------------------|----------------------|
| Clode Holdings Limited | Sidney Clode Finance Limited | Ordinary A £1 | 52,738 | 100% |
| | | Ordinary B £1 | 15,246 | |
| Clode Holdings Limited | Clode Funding Limited | Ordinary £1 | 1 | 100% |
| Clode Holdings Limited & Sidney Clode Finance Limited | Clode Retail Finance Limited | Ordinary £1 | 1 | 0.002% |
| Sidney Clode Finance Limited | Clode Retail Finance Limited | Ordinary £1 | 49,999 | 99.998% |

Part 3 - Relevant Contracts

| Relevant Contract |
|--------------------------------|
| The Clode Declaration of Trust |
| The Sale Agreement |
| The Servicing Agreement |

Part 4 - Insurances

| Charging Company | Insurer | Policy number |
|------------------------------|--------------------|---------------|
| Clode Retail Finance Limited | Scottish Equitable | 96946172/05/N |



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5418233
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 28 JANUARY
2009 AND CREATED BY CLODE FUNDING LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM
EACH CHARGING COMPANY TO BARCLAYS BANK PLC
AND/OR THE OTHER SECURED PARTIES (OR ANY OF THEM)
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 17 FEBRUARY
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 FEBRUARY
2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES