670740/23

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

MR01
Particulars of a charge

Companies House

Go online to file this information
www gov uk/companieshouse

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

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

✗ **What this form is NOT for**
You may not use this form to register a charge where th instrument Use form MR0

For further information, please refer to our guidance at

THURSDAY

R5LVWNWX
RCS 15/12/2016 #3
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration** 21 days beginning with the day after the date of creation of the ch delivered outside of the 21 days it will be rejected unless it is accor court order extending the time for delivery

You **must** enclose a certified copy of the instrument with this form scanned and placed on the public record **Do not send the original**

1 Company details

For official use 6

Company number	0 7 0 9 6 2 0 8
Company name in full	JANUARY LOAN SERVICES LIMITED

→ **Filling in this form**
Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2 Charge creation date

Charge creation date	d 1 d 2 m 1 m 2 y 2 y 0 y 1 y 6

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge

Name	THE ROYAL BANK OF SCOTLAND PLC
Name	
Name	
Name	

If there are more than four names, please supply any four of these names then tick the statement below

☐ I confirm that there are more than four persons, security agents or trustees entitled to the charge

MR01
Particulars of a charge

4 Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Please submit only a short description If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5 Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☑ **Yes**

☐ **No**

6 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ **Yes** Continue

☑ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes**

7 Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge?
Please tick the appropriate box

☑ **Yes**

☐ **No**

8 Trustee statement ❶

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

❶ This statement may be filed after the registration of the charge (use form MR06)

9 Signature

Please sign the form here

Signature

Signature

X Macfarlanes LLP X

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

MR01
Particulars of a charge

Presenter information

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

Contact name	TIMOTHY WHITE
Company name	MACFARLANES LLP
Address	20 CURSITOR STREET
Post town	LONDON
County/Region	
Postcode	E C 4 A 1 L T
Country	UK
DX	138 CHANCERY LANE
Telephone	0207 849 2796

Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank

Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy

Important information

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

How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper

Make cheques or postal orders payable to 'Companies House'

Where to send

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

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

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

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

Further information

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

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

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number. 7096208

Charge code. 0709 6208 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th December 2016 and created by JANUARY LOAN SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th December 2016.

Given at Companies House, Cardiff on 20th December 2016

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

EXECUTION VERSION

Date 12 December 2016

JANUARY LOAN SERVICES LIMITED
as Chargor

THE ROYAL BANK OF SCOTLAND PLC
as Security Agent

SUPPLEMENTAL CHARGE OVER SHARES

This deed is subject to the terms of the Intercreditor Agreement

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

Macfarlanes LLP

MACFARLANES LLP
20 CURSITOR STREET
LONDON EC4A 1LT

DATE 14/12/2016

MACFARLANES

Macfarlanes LLP
20 Cursitor Street
London EC4A 1LT

43230935 2

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DATE 12 December 2016

PARTIES

1 **JANUARY LOAN SERVICES LIMITED** (company no 07096208) whose registered office is at 3/F Premiere House, Elstree Way, Borehamwood, Hertfordshire WD6 1JH (the "**Chargor**"), and

2 **THE ROYAL BANK OF SCOTLAND PLC** acting through its office at 280 Bishopsgate, London EC2M 4RB as agent and trustee for the Secured Parties (as defined in the Facility Agreements (defined below)) (the "**Security Agent**")

BACKGROUND

A The Chargor is entering into this deed in connection with the Finance Documents

B This deed is supplemental to a charge over shares dated 17 February 2014 made between the Chargor and the Security Agent (the "**Original Share Charge**"), the charge over shares dated 11 November 2014 made between the Chargor and the Security Agent (the "**Supplemental Share Charge**"), the charge over shares dated 29 April 2015 made between the Chargor and the Security Agent (the "**Supplemental Share Charge 2**"), the charge over shares dated 10 November 2015 made between the Chargor and the Security Agent (the "**Supplemental Share Charge 3**") and the charge over shares dated 18 April 2016 made between the Chargor and the Security Agent (the "**Supplemental Share Charge 4**")

C The Security Agent and the Chargor intend this document to take effect as a deed notwithstanding the fact that a party may only execute this document under hand

IT IS AGREED as follows

1 Definitions and interpretation

1 1 Definitions

1 1 1 Unless otherwise provided in this deed, terms defined in the Senior Facility Agreement and, after the Senior Discharge Date, the Mezzanine Facility Agreement shall have the same meaning where used in this deed

1 1 2 In this deed, unless the context otherwise requires, the following words shall have the following meanings

April 2016 Amendment Letter the amendment letter dated 18 April 2016 and made between (among others) the Parent and the Senior Agent,

April 2016 Mezzanine Amendment and Consent Letter the amendment and consent letter dated 18 April 2016 and made between (among others) the Parent and the Mezzanine Agent,

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

December 2016 Consent and Amendment Letter the consent and amendment letter dated on or about the date of this deed and made between (among others) the Parent and the Security Agent,

December 2016 Effective Date Fee Letters has the meaning given to such term in the December 2016 Consent and Amendment Letter,

December 2016 Effective Date Finance Documents has the meaning given to such term in the December 2016 Consent and Amendment Letter,

Declared Default· an Event of Default which has resulted in the Agent exercising any of its rights under clause 25 22 (*Acceleration*) of the Senior Facility Agreement or, after the Senior Discharge Date, clause 25 22 (*Acceleration*) of the Mezzanine Facility Agreement,

Delegate· any delegate, agent, attorney or co-trustee appointed by the Security Agent,

Facility Agreements the Senior Facility Agreement and the Mezzanine Facility Agreement,

February 2016 Consent and Amendment Letter the consent and amendment letter dated 3 February 2016 and made between (among others) the Parent and the Security Agent,

February 2016 Security Confirmation the security confirmation agreement dated 3 February 2016 and made between (among others) the Original Chargors and the Security Agent

Finance Documents. the Senior Finance Documents and the Mezzanine Finance Documents,

Finance Parties the Senior Finance Parties and the Mezzanine Finance Parties,

Fourth Effective Date Fee Letters has the meaning given to such term in the April 2016 Amendment Letter

Lenders the Senior Lenders and the Mezzanine Lenders,

LPA the Law of Property Act 1925,

Mezzanine Agent the Agent appointed as Agent in respect of the Mezzanine Facility Agreement as agent for the other Mezzanine Finance Parties being, as at the date of this deed, TMF Global Services (UK) Limited (formerly TMF Management (UK) Limited),

Mezzanine Arranger the Arranger which shall be an Arranger in respect of the Mezzanine Facility Agreement being, as at the date of this deed, Goldman Sachs International,

Mezzanine Facility Agreement the agreement dated 11 November 2014 and as amended and restated on 29 April 2015, 10 November 2015 and as amended on 3 February 2016 and on 18 April 2016 and made between among others January Loan Services Limited, Aura Finance Limited as original borrower, Aura Finance (Holdco) Limited as original guarantor and the Mezzanine Agent relating to a mezzanine loan facility,

Mezzanine Finance Documents means the Mezzanine Facility Agreement, any Accession Deed (as such term is defined in the Mezzanine Facility Agreement), any Compliance Certificate (as such term is defined in the Mezzanine Facility Agreement), the February 2016 Consent and Amendment Letter, the February 2016 Security Confirmation, the April 2016 Mezzanine Amendment and Consent Letter, any Fee Letter (as such term is defined in the Mezzanine Facility Agreement), the Fee Letter (as such term is defined in the April 2016 Mezzanine Amendment and Consent Letter), any Hedging Agreement (as such term is defined in the Mezzanine Facility Agreement), the Intercreditor Agreement, any Resignation Letter (as such term is defined in the Mezzanine Facility Agreement), any Transaction Security Document (as such term is defined in the Mezzanine Facility Agreement), any Utilisation Request (as such term is defined in the Mezzanine Facility Agreement), the ARA (as such term is defined in the Mezzanine Facility Agreement) and any other document designated in writing as a "Finance Document" by the Mezzanine Agent and the Parent, provided that where the term "Finance Document" is used in, and construed for the purposes of, the Mezzanine Facility Agreement or the Intercreditor Agreement, a Hedging Agreement shall be a Finance Document only for the purposes of

(a) the definition of "Material Adverse Effect" in the Mezzanine Facility Agreement,

(b) paragraph (a) of the definition of "Permitted Transaction" in the Mezzanine Facility Agreement,

(c) the definition of "Transaction Document" in the Mezzanine Facility Agreement,

(d) the definition of "Transaction Security Document" in the Mezzanine Facility Agreement,

(e) paragraph (A)(8) of clause 1 2 (*Construction*) of the Mezzanine Facility Agreement,

(f) clause 20 (*Guarantee and Indemnity*) of the Mezzanine Facility Agreement, and

(g) clause 25 (*Events of Default*) (other than paragraph (B) of clause 25 16 (*Repudiation and rescission of agreements*) and clause 25 22 (*Acceleration*)) of the Mezzanine Facility Agreement,

Mezzanine Finance Parties: means the Mezzanine Agent, the Mezzanine Arranger, the Account Bank, a Hedge Counterparty, a Mezzanine Lender or the Security Agent, **provided that** where the term "Finance Party" is used in, and construed for the purposes of, the Mezzanine Facility Agreement or the Intercreditor Agreement, a Hedge Counterparty shall be a Finance Party only for the purposes of

(a) the definition of "Secured Parties" in the Mezzanine Facility Agreement,

(b) paragraph (A)(1) of clause 1 2 (*Construction*) of the Mezzanine Facility Agreement,

(c) paragraph (c) of the definition of "Material Adverse Effect" of the Mezzanine Facility Agreement,

(d) clause 20 (*Guarantee and Indemnity*) of the Mezzanine Facility Agreement, and

(e) clause 30 (*Conduct of business by the Finance Parties*) of the Mezzanine Facility Agreement,

Mezzanine Lenders

(a) any Original Lender (as such term is defined in the Mezzanine Facility Agreement), and

(b) any bank, financial institution, trust, fund or other entity which has become a Party as a Lender (as such term is defined in the Mezzanine Facility Agreement) in accordance with clause 2 2 (*Increase*), clause 2 3 (*Additional Commitments*) or clause 26 (*Changes to the Lenders*) of the Mezzanine Facility Agreement,

which in each case has not ceased to be a Lender (as such term is defined in the Mezzanine Facility Agreement) in accordance with the terms of the Mezzanine Facility Agreement,

Obligor the Borrower or a Guarantor,

Original Securities the shares described in schedule 1,

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

Secured Liabilities all present and future liabilities, and obligations at any time due, owing or incurred by each Obligor to any Secured Party under or in connection with the Finance

Documents, both actual and contingent and whether incurred solely or jointly, as principal or surety and/or in any other capacity,

Secured Parties each Senior Finance Party from time to time party to the Senior Facility Agreement, and any Receiver or Delegate and each agent, arranger and lender from time to time party to the Mezzanine Facility Agreement,

Securities the Original Securities together with all allotments offered or arising in respect thereof or incidental thereto and all stocks, shares, loan capital, securities, bonds, investments, rights or property accruing, deriving, offered or paid from time to time by way of dividend, distribution, interest, exchange, capital reorganisation, conversion, redemption, bonus, rights, preference, option or otherwise in respect thereof,

Securities Issuer the issuer of any Securities,

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

Senior Agent: The Royal Bank of Scotland plc as agent of the other Senior Finance Parties,

Senior Discharge Date the first date on which all Senior Liabilities (as defined in the Intercreditor Agreement) have been fully and finally discharged to the satisfaction of the Senior Agent (in the case of the Senior Facility Liabilities (as defined in the Intercreditor Agreement)) and each Hedge Counterparty (in the case of its Hedging Liabilities (as defined in the Intercreditor Agreement)) in each case acting reasonably, whether or not as the result of an enforcement, and the Senior Creditors (as defined in the Intercreditor Agreement) are under no further obligation to provide financial accommodation to any of the Debtors (as defined in the Intercreditor Agreement) under the Debt Documents (as defined in the Intercreditor Agreement),

Senior Facility Agreement the facilities agreement originally dated 17 February 2014 and made between among others January Loan Services Limited, Aura Finance Limited as original borrower, Aura Finance (Holdco) Limited as original guarantor, the Senior Agent and the Security Agent as amended and restated on 11 November 2014, 29 April 2015 and on 10 November 2015 and as further amended on 18 April 2016 and on or about the date of this deed,

Senior Finance Documents the Senior Facility Agreement, any Accession Deed, any Compliance Certificate, the February 2016 Consent and Amendment Letter, the February 2016 Security Confirmation, any Fee Letter (including the Second Effective Date Arrangement Fee Letter, the Third Effective Date Fee Letters, the Fourth Effective Date Fee Letters and the December 2016 Effective Date Fee Letters), any Hedging Agreement, the Intercreditor Agreement, any Resignation Letter, any Transaction Security Document, any Utilisation Request, the November 2014 ARA, the April 2015 ARA, the November 2015 ARA, the April 2016 Amendment Letter, the December 2016 Consent and Amendment Letter, the December 2016 Effective Date Finance Documents and any other document designated in writing as a "Finance Document" by the Senior Agent and the Parent, provided that where the term "Finance Document" is used in, and construed for the purposes of, the Senior Facility Agreement or the Intercreditor Agreement, a Hedging Agreement shall be a Finance Document only for the purposes of

(a) the definition of "Material Adverse Effect" in the Senior Facility Agreement,

(b) paragraph (a) of the definition of "Permitted Transaction" in the Senior Facility Agreement,

(c) the definition of "Transaction Document" in the Senior Facility Agreement,

(d) the definition of "Transaction Security Document" in the Senior Facility

Agreement,

(e) paragraph (a)(viii) of clause 1 2 (*Construction*) of the Senior Facility Agreement,

(f) clause 20 (*Guarantee and Indemnity*) of the Senior Facility Agreement, and

(g) clause 25 (*Events of Default*) (other than paragraph (b) of clause 25 16 (*Repudiation and rescission of agreements*) and clause 25 22 (*Acceleration*)) of the Senior Facility Agreement,

Senior Finance Parties the Senior Agent, the Senior Arranger, the Account Bank, a Hedge Counterparty, a Senior Lender or the Security Agent provided that where the term "Finance Party" is used in, and construed for the purposes of, the Senior Facility Agreement or the Intercreditor Agreement, a Hedge Counterparty shall be a Finance Party only for the purposes of

(a) the definition of "Secured Parties" in the Senior Facility Agreement,

(b) paragraph (a)(i) of clause 1 2 (*Construction*) of the Senior Facility Agreement,

(c) paragraph (c) of the definition of "Material Adverse Effect" of the Senior Facility Agreement,

(d) clause 20 (*Guarantee and Indemnity*) of the Senior Facility Agreement, and

(e) clause 30 (*Conduct of business by the Finance Parties*) of the Senior Facility Agreement,

Senior Lenders means

(a) any Effective Date Lender, and

(b) any bank, financial institution, trust, fund or other entity which has become a Party as a Lender (as such term is defined in the Senior Facility Agreement) in accordance with clause 2 2 (*Increase*), clause 2 3 (*Additional Commitments*) or clause 26 (*Changes to the Lenders*) of the Senior Facility Agreement,

which in each case has not ceased to be a Lender (as such term is defined in the Senior Facility Agreement) in accordance with the terms of the Senior Facility Agreement, and

1 2 **Construction**

1 2 1 Unless otherwise provided in this deed, the provisions of clause 1 2 (*Construction*) of the Senior Facility Agreement and, after the Senior Discharge Date, the Mezzanine Facility Agreement apply to this deed as though they were set in full in this deed, *mutatis mutandis*

1 2 2 In this deed (unless the context requires otherwise) any reference to

1 2 2 1 the Chargor, each Finance Party, each Obligor, any Securities Issuer, any Receiver or any other person shall be construed so as to include their successors in title, permitted assigns, permitted transferees and (in the case of any Receiver) lawful substitutes and/or replacements,

1 2 2 2 a Finance Document or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended (however fundamentally, including any amendment providing for any increase in the amount of any facility or other liability) from time to time with the agreement of

the relevant parties and (where such consent is, by the terms of any Finance Document or the relevant document, required to be obtained as a condition to such amendment being permitted) the prior consent of the Security Agent,

1 2 2 3 "assets" includes present and future properties, revenues and rights of every description,

1 2 2 4 the Security constituted by this deed becoming "enforceable" shall mean that the Security created under this deed has become enforceable under clause 8 1 (*Enforcement events),*

1 2 2 5 "owned" includes having legal or equitable title to or a right to have legal or equitable title transferred,

1 2 2 6 "law" includes the common law, any statute, bye-law, regulation or instrument and any kind of subordinate legislation, and any order, requirement, code of practice, circular, guidance note, licence, consent or permission made or given pursuant to any of the foregoing,

1 2 2 7 a provision of law is a reference to that provision as amended or re-enacted from time to time,

1 2 2 8 a time of day is a reference to London time,

1 2 2 9 any gender includes a reference to the other genders,

1 2 2 10 the singular includes a reference to the plural and vice versa, and

1 2 2 11 a clause or schedule is to a clause or schedule (as the case may be) of or to this deed

1 2 3 Clause and schedule headings are for ease of reference only

1 3 **Secured Liabilities**

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

1 4 **Full title guarantee**

The security and dispositions created by or made pursuant to this deed or any Deed of Accession made with full title guarantee under the Law of Property (Miscellaneous Provisions) Act 1994 shall be subject to and qualified by reference to any Permitted Security

1 5 **Nature of security**

Where this deed purports to create a "first fixed charge", the Chargors will not be in breach of the terms of this deed where the Transaction Security created by this deed is not first ranking solely due to the creation of prior Transaction Security pursuant to the Original Share Charge or the Supplemental Share Charge or the Supplemental Share Charge 2 or the Supplemental Share Charge 3 or the Supplemental Share Charge 4

2 Covenant to pay, Further advances

2 1 Covenant to pay

The Chargor hereby covenants with the Security Agent (as trustee for the Secured Parties) that it will on demand pay and discharge all Secured Liabilities owing or incurred from or by it to the Secured Parties when the same become due in accordance with, and in the manner provided for in, the Finance Documents

2 2 Potential invalidity

Neither the covenant to pay in clause 2 1 (*Covenant to pay*) nor the Security constituted by this deed shall extend to or include any liability or sum which would, but for this clause, cause such covenant or Security to be unlawful under any applicable law

2 3 Further advances

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

3 Grant of security

3 1 Fixed security

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

3 1 1 charges to the Security Agent (as trustee for the Secured Parties) by way of first fixed charge

3 1 1 1 the Securities,

3 1 1 2 all dividends, distributions, interest and other income accruing, paid or payable on the Securities, and

3 1 1 3 all stocks, shares, loan capital, securities, bonds, investments, rights or property accruing, deriving, offered or paid from time to time by way of dividend, distribution, interest, exchange, capital reorganisation, conversion, redemption, bonus, rights, preference, option or otherwise in respect of the Securities

3 2 Title documents

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

3 2 1 all certificates and documents of title relating to the Securities, and

3 2 2 such instruments of transfer in blank and other documents as the Security Agent may from time to time require for perfecting its title to the Securities or for vesting or enabling it to vest the Securities in itself or its nominee or in any purchaser,

unless, in each case, such documents have already been deposited with the Security Agent pursuant to the Original Share Charge

4 Restrictions on dealing

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

4 1 create or purport to create or permit to subsist any Security on or in relation to the Charged Assets, or

4 2 enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer, surrender or otherwise dispose of or cease to exercise control of all, or part of any interest in any Charged Assets

5 Securities

5 1 Registration of Securities

The Security Agent may, at any time following the occurrence of a Declared Default, cause any or all of the Securities to be registered in the name of the Security Agent or its nominee The Chargor agrees promptly to execute and deliver to the Security Agent all such transfers and other documents and do all such things as may be necessary or desirable to achieve such registration

5 2 Additional registration obligations

The Chargor hereby

5 2 1 grants and agrees to procure (where the relevant Securities Issuer is a member of the Group) or use reasonable endeavours to procure (where the relevant Securities Issuer is not a member of the Group) as necessary, all consents, waivers, approvals and permissions which are necessary, under the articles of association of any Securities Issuer or otherwise, for the transfer of the Securities to the Security Agent or its nominee or to a purchaser upon enforcement of this deed, and

5 2 2 agrees to procure the amendment of the share transfer provisions of the articles of association of each Securities Issuer which is a member of the Group in such manner as the Security Agent may reasonably require in order to permit such a transfer

5 3 Dividends and voting rights prior to enforcement

Until the security constituted by this deed becomes enforceable

5 3 1 all cash dividends or other cash distributions paid or payable in respect of the Securities (other than any Securities registered in the name of the Security Agent or its nominee in accordance with clause 5 1 (*Registration of Securities*)) may be paid directly to the Chargor which shall be permitted to apply such dividends or distributions as it deems fit to the extent permitted by the Facility Agreements and the Intercreditor Agreement,

5 3 2 any cash dividends or other cash distributions paid in respect of any of the Securities and received by the Security Agent or its nominee shall, on request by the Chargor, be released and paid to the Chargor,

5 3 3 the Chargor may exercise all voting and other rights and powers attaching to the Securities (other than any Securities registered in the name of the Security Agent or its nominee) and exercisable by the Chargor, provided that the

exercise of such voting and other rights and powers would not materially prejudice the Security Agent's security under this deed or the value of the Securities or contravene any Finance Document, and

5 3 4 the Security Agent will (to the extent that it has or will acquire any such rights or powers) exercise all voting and other rights and powers attaching to the Securities (registered in the name of the Security Agent or its nominee in accordance with clause 5 1 (*Registration of Securities*)) and exercisable by the Security Agent or its nominee as the Chargor may from time to time direct provided that acting in accordance with such directions would not materially prejudice the Security Agent's security under this deed or the value of the Securities or contravene any Finance Document

5 4 **Dividends and voting rights post-enforcement**

After the security constituted by this deed has become enforceable

5 4 1 all dividends and other distributions paid in respect of the Securities and received by the Chargor or the Security Agent shall be held on trust for the Security Agent (as trustee for the Secured Parties) and promptly paid into a Designated Account, and

5 4 2 (subject to service of notice on the Chargor of the intention to do so for the purpose of preserving or realising the value of the relevant Securities) the Security Agent may exercise, or direct the exercise (or refrain from exercising or directing the exercise) of all voting and other rights and powers attaching to the Securities as the Security Agent may in its absolute discretion think fit and the Chargor shall, and shall procure that its nominees shall, comply with any such directions from the Security Agent concerning the exercise of such rights and powers

5 5 **Additional undertakings**

The Chargor further undertakes to the Security Agent that

5 5 1 it shall duly and promptly pay all calls, instalments and other moneys which may be payable from time to time in respect of the Securities, it being acknowledged by the Chargor that the Security Agent shall be under no liability whatsoever in respect of any such calls, instalments or other moneys,

5 5 2 it shall not without the Security Agent's prior consent or unless permitted under the Facility Agreements amend, or agree to the amendment of, the memorandum or articles of association of any Securities Issuer or the rights or liabilities attaching to any of the Securities,

5 5 3 it shall ensure that no Securities Issuer which is a member of the Group will

5 5 3 1 consolidate or sub-divide any of its Securities or reduce or re-organise its share capital in any way (other than as permitted under the Facility Agreements),

5 5 3 2 issue any new shares or stock (other than as permitted under the Facility Agreements), or

5 5 3 3 refuse to register any transfer of any Securities which may be lodged for registration by or on behalf of the Security Agent or the Chargor in accordance with this deed,

5 5 4 it shall promptly send to the Security Agent copies of all documents which are sent to holders of any Securities in such capacity, and

5 5 5 it shall promptly give notice of this deed to any custodian of any Securities in any form which the Security Agent may reasonably require and use its best endeavours to ensure that such custodian acknowledges that notice in any form which the Security Agent may reasonably require

6 Representations and warranties

6 1 Representations and warranties

The Chargor represents and warrants to the Security Agent as follows

6 1 1 it is and will remain (except as permitted under the terms of the Facility Agreements) the sole legal and beneficial owner of all the Charged Assets,

6 1 2 it has not received or acknowledged notice of any adverse claim by any person in respect of the Charged Assets or any interest in them,

6 1 3 there are no covenants, agreements, reservations, conditions, interests, rights or other matters whatever which materially and adversely affect the Charged Assets,

6 1 4 the Original Securities

6 1 4 1 are all registered in the Chargor's name (except where otherwise noted in schedule 1),

6 1 4 2 are all free from any Security of any kind (except Security arising under this deed) and are not nor shall they be, subject to any option,

6 1 4 3 are all fully paid up, and

6 1 4 4 constitute the entire issued share capital(s) as at the date hereof of the relevant Securities Issuer(s), and

6 1 5 the details of the Original Securities listed in schedule 1 are accurate and complete in all respects

6 2 Repetition

The representations and warranties set out in clauses 6 1 1, 6 1 2 and 6 1 3 (*Representations and warranties*) will be deemed to be repeated by the Chargor on each day the Repeating Representations are deemed to be repeated by reference to the facts and circumstances then existing

6 3 Notice of breach

The Chargor will promptly upon becoming aware of the same give the Security Agent notice in writing of any breach of any representation or warranty set out in clause 6 1 (*Representations and warranties*)

7 Power to remedy

7 1 If the Chargor is at any time in breach of any of its obligations contained in this deed, the Security Agent shall be entitled (but shall not be bound) to remedy such breach and the Chargor hereby irrevocably authorises the Security Agent and its agents to do all things necessary or desirable in connection therewith

7 2 The rights of the Security Agent contained in this clause 7 are without prejudice to any other rights of the Security Agent hereunder and the exercise by the Security Agent of its rights

under this clause shall not make the Security Agent liable to account as a mortgagee in possession

8 Enforcement

8 1 Enforcement events

8 1 1 The security constituted by this deed shall become immediately enforceable if a Declared Default has occurred

8 1 2 After the security constituted by this deed has become enforceable, the powers of sale under the LPA and all other powers of the Security Agent shall immediately be exercisable and the Security Agent may in its absolute discretion enforce all or any part of the security created by this deed as it sees fit or as the Majority Senior Creditors direct

8 2 Statutory power of sale

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

8 3 Extension of statutory powers

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

8 4 No obligation to enquire

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

8 4 1 whether the security constituted by this deed has become enforceable,

8 4 2 whether any power exercised or purported to be exercised has become exercisable,

8 4 3 whether any money remains due under the Finance Documents,

8 4 4 as to the necessity or expediency of the stipulations and conditions subject to which any sale of any Charged Assets shall be made, or otherwise as to the propriety or regularity of any sale of any of the Charged Assets, or

8 4 5 how any money paid to the Security Agent or Receiver, or its agents or brokers is to be applied

8 5 No liability as mortgagee in possession

Neither the Security Agent nor any Receiver shall be liable

8 5 1 to account as mortgagee in possession in respect of all or any of the Charged Assets, or

8 5 2 for any loss upon realisation of, or for any neglect or default of any nature whatsoever in connection with, all or any of the Charged Assets for which a mortgagee in possession might as such be liable save in respect of any acts of gross negligence or wilful default by such persons

8 6 **Redemption of prior Security**

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

8 6 1 redeem any prior Security,

8 6 2 procure the transfer thereof to itself, and/or

8 6 3 settle and pass the accounts of the prior encumbrancer and any account so settled and passed shall be conclusive and binding on the Chargor and all monies paid by the Security Agent to the prior encumbrancer in accordance with such accounts shall as from such payment be due from the Chargor to the Security Agent on current account and shall bear interest and be secured as part of the Secured Liabilities

9 Receiver

9 1 **Appointment of Receiver**

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

9 1 1 appoint any person or persons to be a Receiver of all or any part of the Charged Assets, and

9 1 2 (subject to s 45 Insolvency Act 1986) from time to time remove any person appointed to be Receiver and appoint another in his place

9 2 **More than one appointment**

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

9 3 **Additional powers**

9 3 1 The powers of appointing a Receiver conferred by this deed shall be in addition to all statutory and other powers of the Security Agent under the Insolvency Act 1986 and the LPA or otherwise and shall be exercisable without the restrictions contained in s 109 LPA or otherwise

9 3 2 The power to appoint a Receiver (whether conferred by this deed or by statute) shall be and remain exercisable by the Security Agent notwithstanding any prior appointment in respect of all or any part of the Charged Assets

9 4 **Agent of the Chargor**

9 4 1 Any Receiver shall be the agent of the Chargor and the Chargor shall be solely responsible for his acts and remuneration as well as for any defaults committed by him

9 4 2 No Finance Party will incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver

9 5 **Powers of Receiver**

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

9 5 1 all of the powers of an administrative receiver set out in Schedule 1 Insolvency Act 1986 (whether or not the Receiver is an administrative receiver),

9 5 2 all of the powers conferred from time to time on receivers, mortgagors and mortgagees in possession by the LPA,

9 5 3 all of the powers and rights of a legal and beneficial owner and the power to do or omit to do anything which the Chargor itself could do or omit to do, and

9 5 4 the power to do all things which, in the opinion of the Receiver, are incidental to any of the powers, functions, authorities or discretions conferred or vested in the Receiver pursuant to this deed or upon receivers by statue or law generally (including the bringing or defending of proceedings in the name of, or on behalf of, the Chargor, the collection and/or realisation of Charged Assets in such manner and on such terms as the Receiver sees fit, and the execution of documents in the name of the Chargor (whether under hand, or by way of deed or by utilisation of the company seal of the Chargor))

10 Amounts received

10 1 Application of proceeds

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

10 1 1 first in paying all taxes, duties and outgoings affecting any Charged Assets,

10 1 2 secondly in paying all costs, charges and expenses of and incidental to his appointment and the exercise of his powers and all outgoings paid by him,

10 1 3 thirdly in paying his remuneration (as agreed between him and the Security Agent),

10 1 4 fourthly in or towards discharge of the Secured Liabilities in such order and manner as provided for in the Finance Documents, and

10 1 5 finally in paying any surplus to the Chargor or any other person entitled to it

10 2 Section 109(8) Law of Property Act 1925

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

10 3 Currencies of denomination

10 3 1 Clause 32 9 (*Currency of account*) of the Facility Agreements shall apply to this deed as if set out here in full but so that references to the Finance Documents shall be construed as references to this deed and any Security created by or under it and references to the Obligors shall be construed as references to the Chargors

10 3 2 If a payment is made to the Security Agent under this Deed in a currency (**"Payment Currency"**) other than the currency in which it is expressed to be payable (**"Contractual Currency"**), the Security Agent may convert that payment into the Contractual Currency at the rate at which it (acting reasonably) is able to purchase the Contractual Currency with the Payment Currency on or around the date of receipt of the payment and to the extent that the converted amount of the payment falls short of the amount due and payable the Chargors will remain liable for such shortfall

10 4 **Suspense account**

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

10 5 **New accounts**

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

10 6 **Security Agent's set-off rights**

If the Security Agent shall have more than one account for the Chargor in its books the Security Agent may at any time after the security constituted by this deed has become enforceable or the Security Agent has received notice of any subsequent charge or other interest affecting all or any part of the Charged Assets and without prior notice forthwith transfer all or any part of the balance standing to the credit of any such account to any other such account which may be in debit but the Security Agent shall notify the Chargor of the transfer having been made

11 Power of attorney and delegation

11 1 **Power of attorney**

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

11 2 **Ratification**

The Chargor ratifies and confirms and agrees to ratify and confirm

11 2 1 all transactions entered into by the Security Agent and/or any Receiver in the proper exercise of its or their powers in accordance with this deed, and

11 2 2 all transactions entered into by the Security Agent and/or any Administrator or Receiver in signing, sealing, delivering and otherwise perfecting any assignment, mortgage, charge, security, document or other act

11 3 **Delegation**

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

12 Protection of security and further assurance

12 1 **Independent security**

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

12 2 **Continuing security**

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

12 3 **No waivers, rights cumulative**

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

12 4 **No Chargor set-off**

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

12 5 **Further assurance**

12 5 1 The Chargor shall, promptly upon request by the Security Agent or any Receiver, at the Chargor's own expense, take whatever action the Security Agent or a Receiver may require for

12 5 1 1 creating, perfecting or protecting any security intended to be created by or pursuant to this deed,

12 5 1 2 facilitating the realisation of any Charged Asset,

12 5 1 3 exercising any right, power or discretion conferred on the Security Agent, or any Receiver or any of their respective delegates or sub-delegates in respect of any Charged Asset, or

12 5 1 4 creating and perfecting security in favour of the Security Agent (equivalent to the security intended to be created by this deed) over any Charged Asset situated in any jurisdiction outside England and Wales

12 5 2 This includes

12 5 2 1 the re-execution of this deed,

12 5 2 2 the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance of any property, whether to the Security Agent or to its nominee, and

12 5 2 3 the giving of any notice, order or direction and the making of any filing or registration,

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

13 Costs and indemnity

The provisions of clause 17 4 (*Indemnity to the Security Agent*) and clause 19 (*Costs and expenses*) of the Facility Agreements are incorporated into this deed as if set out in full *mutatis mutandis*, however in each case, where the term "Security Agent" is used such references will also be deemed to include any receiver

14 Miscellaneous

14 1 Benefit of Deed

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

14 2 Certificates conclusive

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

14 3 Financial collateral

14 3 1 To the extent that the Charged Assets constitute "financial collateral" and this deed and the obligations of the Chargor under this deed constitute a "security financial collateral arrangement" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003 No 3226)) (as amended from time to time) the Security Agent shall have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities

14 3 2 For the purpose of clause 14 3 1 the value of the financial collateral appropriated shall

14 3 2 1 in the case of cash or a right to receive cash, be equal to the amount of cash concerned, and

14 3 2 2 in all other cases be such amount as the Security Agent reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it

14 4 Severability

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

14 5 **Third party rights**

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

14 6 **Trustee Act 2000**

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

15 Demands and notices

Any demand, notice, consent or communication to be made or given by or to the Chargor or the Security Agent under or in connection with this deed shall be made and delivered as provided in clause 34 (*Notices*) of the Facility Agreements

16 Assignment and transfer

16 1 **Assignment by Security Agent**

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

16 2 **No assignment by Chargor**

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

17 Release of Security

17 1 **Release**

Subject to clause 17 3 (*Discharge conditional*), upon the expiry of the Security Period (but (save as provided for in the Intercreditor Agreement) not otherwise) the Security Agent shall at the request and cost of the Chargor take whatever action is necessary to release the Charged Assets from the security constituted by this deed

17 2 **Avoidance of payments and reinstatement**

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

17 2 1 the liability of the Chargor will continue as if the payment, discharge, avoidance or reduction had not occurred,

17 2 2 each Secured Party will be entitled to recover the value or amount of that security or payment from the Chargor, as if the payment, discharge, avoidance or reduction had not occurred, and

17 2 3 the Security Agent shall be entitled to enforce this deed subsequently as if such payment, discharge, avoidance or reduction had not occurred

17 3 **Discharge conditional**

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

17 3 1 the Security Agent or its nominee shall be at liberty to retain this deed and the security created by or pursuant to this deed, including all certificates and documents relating to the Charged Assets or any part thereof, for such period as the Security Agent (acting reasonably) shall deem necessary to provide the Security Agent with security against any such avoidance or reduction or order for refund, and

17 3 2 the Security Agent shall be entitled to recover the value or amount of such security or payment from the Chargor subsequently as if such settlement, discharge or release had not occurred and the Chargor agrees with the Security Agent accordingly and charges the Charged Assets and the proceeds of sale thereof with any actual liability under this clause, and

17 3 3 notwithstanding any other provision of this clause 17 3, the Security Agent agrees that, upon the expiry of the Security Period it will, unless it is reasonably likely (in the opinion of the Security Agent (acting reasonably)) that a payment in respect of the Secured Liabilities will be avoided or reduced or ordered to be refunded pursuant to any provision of any enactment relating to insolvency, bankruptcy, winding-up, administration or receivership , it will grant the Chargor a full and unconditional release of the Security created pursuant to this Deed, which does not benefit from the rights of the Security Agent under this clause 18 3

18 Governing law

This deed and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, English law

19 Counterparts

This deed may be executed in counterparts, all of which when taken together shall be deemed to constitute one and the same instrument

In witness whereof this deed has been executed by the Chargor and is intended to be and is hereby delivered as a deed the day and year first above written and has been signed on behalf of the Security Agent

SCHEDULE 1

Original Securities

Securities Issuer	Type of security and nominal value	Number	Name of Registered Holder
Aura Finance (Holdco) Limited	Ordinary Shares of £1 00 each	3,275,462	January Loan Services Limited

SIGNATURES TO SUPPLEMENTAL CHARGE OVER SHARES

The Chargor

EXECUTED as a DEED and)
DELIVERED by **JANUARY LOAN**)
SERVICES LIMITED acting by)

Director

in the presence of)

Signature

Name

Address

Occupation

The Security Agent

SIGNED by PAUL FLETCHER)
for and on behalf of **THE ROYAL**)
BANK OF SCOTLAND PLC)

EXECUTION VERSION

Date 12 December 2016

JANUARY LOAN SERVICES LIMITED
as Chargor

THE ROYAL BANK OF SCOTLAND PLC
as Security Agent

SUPPLEMENTAL CHARGE OVER SHARES

This deed is subject to the terms of the Intercreditor Agreement

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

Macfarlanes LLP

MACFARLANES LLP
20 CURSITOR STREET
LONDON EC4A 1LT

DATE: 14/12/2016

MACFARLANES

Macfarlanes LLP
20 Cursitor Street
London EC4A 1LT

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DATE 12 December 2016

PARTIES

1 **JANUARY LOAN SERVICES LIMITED** (company no 07096208) whose registered office is at 3/F Premiere House, Elstree Way, Borehamwood, Hertfordshire WD6 1JH (the "**Chargor**"), and

2 **THE ROYAL BANK OF SCOTLAND PLC** acting through its office at 280 Bishopsgate, London EC2M 4RB as agent and trustee for the Secured Parties (as defined in the Facility Agreements (defined below)) (the "**Security Agent**")

BACKGROUND

A The Chargor is entering into this deed in connection with the Finance Documents

B This deed is supplemental to a charge over shares dated 17 February 2014 made between the Chargor and the Security Agent (the "**Original Share Charge**"), the charge over shares dated 11 November 2014 made between the Chargor and the Security Agent (the "**Supplemental Share Charge**"), the charge over shares dated 29 April 2015 made between the Chargor and the Security Agent (the "**Supplemental Share Charge 2**"), the charge over shares dated 10 November 2015 made between the Chargor and the Security Agent (the "**Supplemental Share Charge 3**") and the charge over shares dated 18 April 2016 made between the Chargor and the Security Agent (the "**Supplemental Share Charge 4**")

C The Security Agent and the Chargor intend this document to take effect as a deed notwithstanding the fact that a party may only execute this document under hand

IT IS AGREED as follows

1 Definitions and interpretation

1 1 Definitions

1 1 1 Unless otherwise provided in this deed, terms defined in the Senior Facility Agreement and, after the Senior Discharge Date, the Mezzanine Facility Agreement shall have the same meaning where used in this deed

1 1 2 In this deed, unless the context otherwise requires, the following words shall have the following meanings

April 2016 Amendment Letter the amendment letter dated 18 April 2016 and made between (among others) the Parent and the Senior Agent,

April 2016 Mezzanine Amendment and Consent Letter the amendment and consent letter dated 18 April 2016 and made between (among others) the Parent and the Mezzanine Agent,

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

December 2016 Consent and Amendment Letter the consent and amendment letter dated on or about the date of this deed and made between (among others) the Parent and the Security Agent,

December 2016 Effective Date Fee Letters has the meaning given to such term in the December 2016 Consent and Amendment Letter,

December 2016 Effective Date Finance Documents has the meaning given to such term in the December 2016 Consent and Amendment Letter,

Declared Default an Event of Default which has resulted in the Agent exercising any of its rights under clause 25 22 (*Acceleration*) of the Senior Facility Agreement or, after the Senior Discharge Date, clause 25 22 (*Acceleration*) of the Mezzanine Facility Agreement,

Delegate· any delegate, agent, attorney or co-trustee appointed by the Security Agent,

Facility Agreements the Senior Facility Agreement and the Mezzanine Facility Agreement,

February 2016 Consent and Amendment Letter the consent and amendment letter dated 3 February 2016 and made between (among others) the Parent and the Security Agent,

February 2016 Security Confirmation the security confirmation agreement dated 3 February 2016 and made between (among others) the Original Chargors and the Security Agent

Finance Documents the Senior Finance Documents and the Mezzanine Finance Documents,

Finance Parties the Senior Finance Parties and the Mezzanine Finance Parties,

Fourth Effective Date Fee Letters has the meaning given to such term in the April 2016 Amendment Letter

Lenders the Senior Lenders and the Mezzanine Lenders,

LPA the Law of Property Act 1925,

Mezzanine Agent the Agent appointed as Agent in respect of the Mezzanine Facility Agreement as agent for the other Mezzanine Finance Parties being, as at the date of this deed, TMF Global Services (UK) Limited (formerly TMF Management (UK) Limited),

Mezzanine Arranger the Arranger which shall be an Arranger in respect of the Mezzanine Facility Agreement being, as at the date of this deed, Goldman Sachs International,

Mezzanine Facility Agreement the agreement dated 11 November 2014 and as amended and restated on 29 April 2015, 10 November 2015 and as amended on 3 February 2016 and on 18 April 2016 and made between among others January Loan Services Limited, Aura Finance Limited as original borrower, Aura Finance (Holdco) Limited as original guarantor and the Mezzanine Agent relating to a mezzanine loan facility,

Mezzanine Finance Documents. means the Mezzanine Facility Agreement, any Accession Deed (as such term is defined in the Mezzanine Facility Agreement), any Compliance Certificate (as such term is defined in the Mezzanine Facility Agreement), the February 2016 Consent and Amendment Letter, the February 2016 Security Confirmation, the April 2016 Mezzanine Amendment and Consent Letter, any Fee Letter (as such term is defined in the Mezzanine Facility Agreement), the Fee Letter (as such term is defined in the April 2016 Mezzanine Amendment and Consent Letter), any Hedging Agreement (as such term is defined in the Mezzanine Facility Agreement), the Intercreditor Agreement, any Resignation Letter (as such term is defined in the Mezzanine Facility Agreement), any Transaction Security Document (as such term is defined in the Mezzanine Facility Agreement), any Utilisation Request (as such term is defined in the Mezzanine Facility Agreement), the ARA (as such term is defined in the Mezzanine Facility Agreement) and any other document designated in writing as a "Finance Document" by the Mezzanine Agent and the Parent, provided that where the term "Finance Document" is used in, and construed for the purposes of, the Mezzanine Facility Agreement or the Intercreditor Agreement, a Hedging Agreement shall be a Finance Document only for the purposes of

(a) the definition of "Material Adverse Effect" in the Mezzanine Facility Agreement,

(b) paragraph (a) of the definition of "Permitted Transaction" in the Mezzanine Facility Agreement,

(c) the definition of "Transaction Document" in the Mezzanine Facility Agreement,

(d) the definition of "Transaction Security Document" in the Mezzanine Facility Agreement,

(e) paragraph (A)(8) of clause 1 2 (*Construction*) of the Mezzanine Facility Agreement,

(f) clause 20 (*Guarantee and Indemnity*) of the Mezzanine Facility Agreement, and

(g) clause 25 (*Events of Default*) (other than paragraph (B) of clause 25 16 (*Repudiation and rescission of agreements*) and clause 25 22 (*Acceleration*)) of the Mezzanine Facility Agreement,

Mezzanine Finance Parties means the Mezzanine Agent, the Mezzanine Arranger, the Account Bank, a Hedge Counterparty, a Mezzanine Lender or the Security Agent, **provided that** where the term "Finance Party" is used in, and construed for the purposes of, the Mezzanine Facility Agreement or the Intercreditor Agreement, a Hedge Counterparty shall be a Finance Party only for the purposes of

(a) the definition of "Secured Parties" in the Mezzanine Facility Agreement,

(b) paragraph (A)(1) of clause 1 2 (*Construction*) of the Mezzanine Facility Agreement,

(c) paragraph (c) of the definition of "Material Adverse Effect" of the Mezzanine Facility Agreement,

(d) clause 20 (*Guarantee and Indemnity*) of the Mezzanine Facility Agreement, and

(e) clause 30 (*Conduct of business by the Finance Parties*) of the Mezzanine Facility Agreement,

Mezzanine Lenders

(a) any Original Lender (as such term is defined in the Mezzanine Facility Agreement), and

(b) any bank, financial institution, trust, fund or other entity which has become a Party as a Lender (as such term is defined in the Mezzanine Facility Agreement) in accordance with clause 2 2 (*Increase*), clause 2 3 (*Additional Commitments*) or clause 26 (*Changes to the Lenders*) of the Mezzanine Facility Agreement,

which in each case has not ceased to be a Lender (as such term is defined in the Mezzanine Facility Agreement) in accordance with the terms of the Mezzanine Facility Agreement,

Obligor the Borrower or a Guarantor,

Original Securities the shares described in schedule 1,

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

Secured Liabilities all present and future liabilities, and obligations at any time due, owing or incurred by each Obligor to any Secured Party under or in connection with the Finance

Documents, both actual and contingent and whether incurred solely or jointly, as principal or surety and/or in any other capacity,

Secured Parties each Senior Finance Party from time to time party to the Senior Facility Agreement, and any Receiver or Delegate and each agent, arranger and lender from time to time party to the Mezzanine Facility Agreement,

Securities the Original Securities together with all allotments offered or arising in respect thereof or incidental thereto and all stocks, shares, loan capital, securities, bonds, investments, rights or property accruing, deriving, offered or paid from time to time by way of dividend, distribution, interest, exchange, capital reorganisation, conversion, redemption, bonus, rights, preference, option or otherwise in respect thereof,

Securities Issuer the issuer of any Securities,

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

Senior Agent The Royal Bank of Scotland plc as agent of the other Senior Finance Parties,

Senior Discharge Date the first date on which all Senior Liabilities (as defined in the Intercreditor Agreement) have been fully and finally discharged to the satisfaction of the Senior Agent (in the case of the Senior Facility Liabilities (as defined in the Intercreditor Agreement)) and each Hedge Counterparty (in the case of its Hedging Liabilities (as defined in the Intercreditor Agreement)) in each case acting reasonably, whether or not as the result of an enforcement, and the Senior Creditors (as defined in the Intercreditor Agreement) are under no further obligation to provide financial accommodation to any of the Debtors (as defined in the Intercreditor Agreement) under the Debt Documents (as defined in the Intercreditor Agreement),

Senior Facility Agreement the facilities agreement originally dated 17 February 2014 and made between among others January Loan Services Limited, Aura Finance Limited as original borrower, Aura Finance (Holdco) Limited as original guarantor, the Senior Agent and the Security Agent as amended and restated on 11 November 2014, 29 April 2015 and on 10 November 2015 and as further amended on 18 April 2016 and on or about the date of this deed,

Senior Finance Documents the Senior Facility Agreement, any Accession Deed, any Compliance Certificate, the February 2016 Consent and Amendment Letter, the February 2016 Security Confirmation, any Fee Letter (including the Second Effective Date Arrangement Fee Letter, the Third Effective Date Fee Letters, the Fourth Effective Date Fee Letters and the December 2016 Effective Date Fee Letters), any Hedging Agreement, the Intercreditor Agreement, any Resignation Letter, any Transaction Security Document, any Utilisation Request, the November 2014 ARA, the April 2015 ARA, the November 2015 ARA, the April 2016 Amendment Letter, the December 2016 Consent and Amendment Letter, the December 2016 Effective Date Finance Documents and any other document designated in writing as a "Finance Document" by the Senior Agent and the Parent, provided that where the term "Finance Document" is used in, and construed for the purposes of, the Senior Facility Agreement or the Intercreditor Agreement, a Hedging Agreement shall be a Finance Document only for the purposes of

(a) the definition of "Material Adverse Effect" in the Senior Facility Agreement,

(b) paragraph (a) of the definition of "Permitted Transaction" in the Senior Facility Agreement,

(c) the definition of "Transaction Document" in the Senior Facility Agreement,

(d) the definition of "Transaction Security Document" in the Senior Facility

Agreement,

(e) paragraph (a)(viii) of clause 1 2 (*Construction*) of the Senior Facility Agreement,

(f) clause 20 (*Guarantee and Indemnity*) of the Senior Facility Agreement, and

(g) clause 25 (*Events of Default*) (other than paragraph (b) of clause 25 16 (*Repudiation and rescission of agreements*) and clause 25 22 (*Acceleration*)) of the Senior Facility Agreement,

Senior Finance Parties the Senior Agent, the Senior Arranger, the Account Bank, a Hedge Counterparty, a Senior Lender or the Security Agent provided that where the term "Finance Party" is used in, and construed for the purposes of, the Senior Facility Agreement or the Intercreditor Agreement, a Hedge Counterparty shall be a Finance Party only for the purposes of

(a) the definition of "Secured Parties" in the Senior Facility Agreement,

(b) paragraph (a)(i) of clause 1 2 (*Construction*) of the Senior Facility Agreement,

(c) paragraph (c) of the definition of "Material Adverse Effect" of the Senior Facility Agreement,

(d) clause 20 (*Guarantee and Indemnity*) of the Senior Facility Agreement, and

(e) clause 30 (*Conduct of business by the Finance Parties*) of the Senior Facility Agreement,

Senior Lenders means

(a) any Effective Date Lender, and

(b) any bank, financial institution, trust, fund or other entity which has become a Party as a Lender (as such term is defined in the Senior Facility Agreement) in accordance with clause 2 2 (*Increase*), clause 2 3 (*Additional Commitments*) or clause 26 (*Changes to the Lenders*) of the Senior Facility Agreement,

which in each case has not ceased to be a Lender (as such term is defined in the Senior Facility Agreement) in accordance with the terms of the Senior Facility Agreement, and

1 2 **Construction**

1 2 1 Unless otherwise provided in this deed, the provisions of clause 1 2 (*Construction*) of the Senior Facility Agreement and, after the Senior Discharge Date, the Mezzanine Facility Agreement apply to this deed as though they were set in full in this deed, *mutatis mutandis*

1 2 2 In this deed (unless the context requires otherwise) any reference to

1 2 2 1 the Chargor, each Finance Party, each Obligor, any Securities Issuer, any Receiver or any other person shall be construed so as to include their successors in title, permitted assigns, permitted transferees and (in the case of any Receiver) lawful substitutes and/or replacements,

1 2 2 2 a Finance Document or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended (however fundamentally, including any amendment providing for any increase in the amount of any facility or other liability) from time to time with the agreement of

the relevant parties and (where such consent is, by the terms of any Finance Document or the relevant document, required to be obtained as a condition to such amendment being permitted) the prior consent of the Security Agent,

1 2 2 3 "assets" includes present and future properties, revenues and rights of every description,

1 2 2 4 the Security constituted by this deed becoming "enforceable" shall mean that the Security created under this deed has become enforceable under clause 8 1 (*Enforcement events),*

1 2 2 5 "owned" includes having legal or equitable title to or a right to have legal or equitable title transferred,

1 2 2 6 "law" includes the common law, any statute, bye-law, regulation or instrument and any kind of subordinate legislation, and any order, requirement, code of practice, circular, guidance note, licence, consent or permission made or given pursuant to any of the foregoing,

1 2 2 7 a provision of law is a reference to that provision as amended or re-enacted from time to time,

1 2 2 8 a time of day is a reference to London time,

1 2 2 9 any gender includes a reference to the other genders,

1 2 2 10 the singular includes a reference to the plural and vice versa, and

1 2 2 11 a clause or schedule is to a clause or schedule (as the case may be) of or to this deed

1 2 3 Clause and schedule headings are for ease of reference only

1 3 **Secured Liabilities**

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

1 4 **Full title guarantee**

The security and dispositions created by or made pursuant to this deed or any Deed of Accession made with full title guarantee under the Law of Property (Miscellaneous Provisions) Act 1994 shall be subject to and qualified by reference to any Permitted Security

1 5 **Nature of security**

Where this deed purports to create a "first fixed charge", the Chargors will not be in breach of the terms of this deed where the Transaction Security created by this deed is not first ranking solely due to the creation of prior Transaction Security pursuant to the Original Share Charge or the Supplemental Share Charge or the Supplemental Share Charge 2 or the Supplemental Share Charge 3 or the Supplemental Share Charge 4

2 Covenant to pay, Further advances

2 1 Covenant to pay

The Chargor hereby covenants with the Security Agent (as trustee for the Secured Parties) that it will on demand pay and discharge all Secured Liabilities owing or incurred from or by it to the Secured Parties when the same become due in accordance with, and in the manner provided for in, the Finance Documents

2 2 Potential invalidity

Neither the covenant to pay in clause 2 1 (*Covenant to pay*) nor the Security constituted by this deed shall extend to or include any liability or sum which would, but for this clause, cause such covenant or Security to be unlawful under any applicable law

2 3 Further advances

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

3 Grant of security

3 1 Fixed security

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

3 1 1 charges to the Security Agent (as trustee for the Secured Parties) by way of first fixed charge

3 1 1 1 the Securities,

3 1 1 2 all dividends, distributions, interest and other income accruing, paid or payable on the Securities, and

3 1 1 3 all stocks, shares, loan capital, securities, bonds, investments, rights or property accruing, deriving, offered or paid from time to time by way of dividend, distribution, interest, exchange, capital reorganisation, conversion, redemption, bonus, rights, preference, option or otherwise in respect of the Securities

3 2 Title documents

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

3 2 1 all certificates and documents of title relating to the Securities, and

3 2 2 such instruments of transfer in blank and other documents as the Security Agent may from time to time require for perfecting its title to the Securities or for vesting or enabling it to vest the Securities in itself or its nominee or in any purchaser,

unless, in each case, such documents have already been deposited with the Security Agent pursuant to the Original Share Charge

4 Restrictions on dealing

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

4 1 create or purport to create or permit to subsist any Security on or in relation to the Charged Assets, or

4 2 enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer, surrender or otherwise dispose of or cease to exercise control of all, or part of any interest in any Charged Assets

5 Securities

5 1 Registration of Securities

The Security Agent may, at any time following the occurrence of a Declared Default, cause any or all of the Securities to be registered in the name of the Security Agent or its nominee The Chargor agrees promptly to execute and deliver to the Security Agent all such transfers and other documents and do all such things as may be necessary or desirable to achieve such registration

5 2 Additional registration obligations

The Chargor hereby

5 2 1 grants and agrees to procure (where the relevant Securities Issuer is a member of the Group) or use reasonable endeavours to procure (where the relevant Securities Issuer is not a member of the Group) as necessary, all consents, waivers, approvals and permissions which are necessary, under the articles of association of any Securities Issuer or otherwise, for the transfer of the Securities to the Security Agent or its nominee or to a purchaser upon enforcement of this deed, and

5 2 2 agrees to procure the amendment of the share transfer provisions of the articles of association of each Securities Issuer which is a member of the Group in such manner as the Security Agent may reasonably require in order to permit such a transfer

5 3 Dividends and voting rights prior to enforcement

Until the security constituted by this deed becomes enforceable

5 3 1 all cash dividends or other cash distributions paid or payable in respect of the Securities (other than any Securities registered in the name of the Security Agent or its nominee in accordance with clause 5 1 (*Registration of Securities*)) may be paid directly to the Chargor which shall be permitted to apply such dividends or distributions as it deems fit to the extent permitted by the Facility Agreements and the Intercreditor Agreement,

5 3 2 any cash dividends or other cash distributions paid in respect of any of the Securities and received by the Security Agent or its nominee shall, on request by the Chargor, be released and paid to the Chargor,

5 3 3 the Chargor may exercise all voting and other rights and powers attaching to the Securities (other than any Securities registered in the name of the Security Agent or its nominee) and exercisable by the Chargor, provided that the

exercise of such voting and other rights and powers would not materially prejudice the Security Agent's security under this deed or the value of the Securities or contravene any Finance Document, and

5 3 4 the Security Agent will (to the extent that it has or will acquire any such rights or powers) exercise all voting and other rights and powers attaching to the Securities (registered in the name of the Security Agent or its nominee in accordance with clause 5 1 (*Registration of Securities*)) and exercisable by the Security Agent or its nominee as the Chargor may from time to time direct provided that acting in accordance with such directions would not materially prejudice the Security Agent's security under this deed or the value of the Securities or contravene any Finance Document

5 4 **Dividends and voting rights post-enforcement**

After the security constituted by this deed has become enforceable

5 4 1 all dividends and other distributions paid in respect of the Securities and received by the Chargor or the Security Agent shall be held on trust for the Security Agent (as trustee for the Secured Parties) and promptly paid into a Designated Account, and

5 4 2 (subject to service of notice on the Chargor of the intention to do so for the purpose of preserving or realising the value of the relevant Securities) the Security Agent may exercise, or direct the exercise (or refrain from exercising or directing the exercise) of all voting and other rights and powers attaching to the Securities as the Security Agent may in its absolute discretion think fit and the Chargor shall, and shall procure that its nominees shall, comply with any such directions from the Security Agent concerning the exercise of such rights and powers

5 5 **Additional undertakings**

The Chargor further undertakes to the Security Agent that

5 5 1 it shall duly and promptly pay all calls, instalments and other moneys which may be payable from time to time in respect of the Securities, it being acknowledged by the Chargor that the Security Agent shall be under no liability whatsoever in respect of any such calls, instalments or other moneys,

5 5 2 it shall not without the Security Agent's prior consent or unless permitted under the Facility Agreements amend, or agree to the amendment of, the memorandum or articles of association of any Securities Issuer or the rights or liabilities attaching to any of the Securities,

5 5 3 it shall ensure that no Securities Issuer which is a member of the Group will

5 5 3 1 consolidate or sub-divide any of its Securities or reduce or re-organise its share capital in any way (other than as permitted under the Facility Agreements),

5 5 3 2 issue any new shares or stock (other than as permitted under the Facility Agreements), or

5 5 3 3 refuse to register any transfer of any Securities which may be lodged for registration by or on behalf of the Security Agent or the Chargor in accordance with this deed,

5 5 4 it shall promptly send to the Security Agent copies of all documents which are sent to holders of any Securities in such capacity, and

5 5 5 it shall promptly give notice of this deed to any custodian of any Securities in any form which the Security Agent may reasonably require and use its best endeavours to ensure that such custodian acknowledges that notice in any form which the Security Agent may reasonably require

6 Representations and warranties

6 1 Representations and warranties

The Chargor represents and warrants to the Security Agent as follows

6 1 1 it is and will remain (except as permitted under the terms of the Facility Agreements) the sole legal and beneficial owner of all the Charged Assets,

6 1 2 it has not received or acknowledged notice of any adverse claim by any person in respect of the Charged Assets or any interest in them,

6 1 3 there are no covenants, agreements, reservations, conditions, interests, rights or other matters whatever which materially and adversely affect the Charged Assets,

6 1 4 the Original Securities

6 1 4 1 are all registered in the Chargor's name (except where otherwise noted in schedule 1),

6 1 4 2 are all free from any Security of any kind (except Security arising under this deed) and are not nor shall they be, subject to any option,

6 1 4 3 are all fully paid up, and

6 1 4 4 constitute the entire issued share capital(s) as at the date hereof of the relevant Securities Issuer(s), and

6 1 5 the details of the Original Securities listed in schedule 1 are accurate and complete in all respects

6 2 Repetition

The representations and warranties set out in clauses 6 1 1, 6 1 2 and 6 1 3 (*Representations and warranties*) will be deemed to be repeated by the Chargor on each day the Repeating Representations are deemed to be repeated by reference to the facts and circumstances then existing

6 3 Notice of breach

The Chargor will promptly upon becoming aware of the same give the Security Agent notice in writing of any breach of any representation or warranty set out in clause 6 1 (*Representations and warranties*)

7 Power to remedy

7 1 If the Chargor is at any time in breach of any of its obligations contained in this deed, the Security Agent shall be entitled (but shall not be bound) to remedy such breach and the Chargor hereby irrevocably authorises the Security Agent and its agents to do all things necessary or desirable in connection therewith

7 2 The rights of the Security Agent contained in this clause 7 are without prejudice to any other rights of the Security Agent hereunder and the exercise by the Security Agent of its rights

under this clause shall not make the Security Agent liable to account as a mortgagee in possession

8 Enforcement

8 1 Enforcement events

8 1 1 The security constituted by this deed shall become immediately enforceable if a Declared Default has occurred

8 1 2 After the security constituted by this deed has become enforceable, the powers of sale under the LPA and all other powers of the Security Agent shall immediately be exercisable and the Security Agent may in its absolute discretion enforce all or any part of the security created by this deed as it sees fit or as the Majority Senior Creditors direct

8 2 Statutory power of sale

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

8 3 Extension of statutory powers

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

8 4 No obligation to enquire

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

8 4 1 whether the security constituted by this deed has become enforceable,

8 4 2 whether any power exercised or purported to be exercised has become exercisable,

8 4 3 whether any money remains due under the Finance Documents,

8 4 4 as to the necessity or expediency of the stipulations and conditions subject to which any sale of any Charged Assets shall be made, or otherwise as to the propriety or regularity of any sale of any of the Charged Assets, or

8 4 5 how any money paid to the Security Agent or Receiver, or its agents or brokers is to be applied

8 5 No liability as mortgagee in possession

Neither the Security Agent nor any Receiver shall be liable

8 5 1 to account as mortgagee in possession in respect of all or any of the Charged Assets, or

8 5 2 for any loss upon realisation of, or for any neglect or default of any nature whatsoever in connection with, all or any of the Charged Assets for which a mortgagee in possession might as such be liable save in respect of any acts of gross negligence or wilful default by such persons

8 6 **Redemption of prior Security**

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

8 6 1 redeem any prior Security,

8 6 2 procure the transfer thereof to itself, and/or

8 6 3 settle and pass the accounts of the prior encumbrancer and any account so settled and passed shall be conclusive and binding on the Chargor and all monies paid by the Security Agent to the prior encumbrancer in accordance with such accounts shall as from such payment be due from the Chargor to the Security Agent on current account and shall bear interest and be secured as part of the Secured Liabilities

9 Receiver

9 1 **Appointment of Receiver**

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

9 1 1 appoint any person or persons to be a Receiver of all or any part of the Charged Assets, and

9 1 2 (subject to s 45 Insolvency Act 1986) from time to time remove any person appointed to be Receiver and appoint another in his place

9 2 **More than one appointment**

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

9 3 **Additional powers**

9 3 1 The powers of appointing a Receiver conferred by this deed shall be in addition to all statutory and other powers of the Security Agent under the Insolvency Act 1986 and the LPA or otherwise and shall be exercisable without the restrictions contained in s 109 LPA or otherwise

9 3 2 The power to appoint a Receiver (whether conferred by this deed or by statute) shall be and remain exercisable by the Security Agent notwithstanding any prior appointment in respect of all or any part of the Charged Assets

9 4 **Agent of the Chargor**

9 4 1 Any Receiver shall be the agent of the Chargor and the Chargor shall be solely responsible for his acts and remuneration as well as for any defaults committed by him

9 4 2 No Finance Party will incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver

9 5 **Powers of Receiver**

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

9 5 1 all of the powers of an administrative receiver set out in Schedule 1 Insolvency Act 1986 (whether or not the Receiver is an administrative receiver),

9 5 2 all of the powers conferred from time to time on receivers, mortgagors and mortgagees in possession by the LPA,

9 5 3 all of the powers and rights of a legal and beneficial owner and the power to do or omit to do anything which the Chargor itself could do or omit to do, and

9 5 4 the power to do all things which, in the opinion of the Receiver, are incidental to any of the powers, functions, authorities or discretions conferred or vested in the Receiver pursuant to this deed or upon receivers by statue or law generally (including the bringing or defending of proceedings in the name of, or on behalf of, the Chargor, the collection and/or realisation of Charged Assets in such manner and on such terms as the Receiver sees fit, and the execution of documents in the name of the Chargor (whether under hand, or by way of deed or by utilisation of the company seal of the Chargor))

10 Amounts received

10 1 Application of proceeds

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

10 1 1 first in paying all taxes, duties and outgoings affecting any Charged Assets,

10 1 2 secondly in paying all costs, charges and expenses of and incidental to his appointment and the exercise of his powers and all outgoings paid by him,

10 1 3 thirdly in paying his remuneration (as agreed between him and the Security Agent),

10 1 4 fourthly in or towards discharge of the Secured Liabilities in such order and manner as provided for in the Finance Documents, and

10 1 5 finally in paying any surplus to the Chargor or any other person entitled to it

10 2 Section 109(8) Law of Property Act 1925

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

10 3 Currencies of denomination

10 3 1 Clause 32 9 (*Currency of account*) of the Facility Agreements shall apply to this deed as if set out here in full but so that references to the Finance Documents shall be construed as references to this deed and any Security created by or under it and references to the Obligors shall be construed as references to the Chargors

10 3 2 If a payment is made to the Security Agent under this Deed in a currency ("**Payment Currency**") other than the currency in which it is expressed to be payable ("**Contractual Currency**"), the Security Agent may convert that payment into the Contractual Currency at the rate at which it (acting reasonably) is able to purchase the Contractual Currency with the Payment Currency on or around the date of receipt of the payment and to the extent that the converted amount of the payment falls short of the amount due and payable the Chargors will remain liable for such shortfall

10 4 **Suspense account**

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

10 5 **New accounts**

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

10 6 **Security Agent's set-off rights**

If the Security Agent shall have more than one account for the Chargor in its books the Security Agent may at any time after the security constituted by this deed has become enforceable or the Security Agent has received notice of any subsequent charge or other interest affecting all or any part of the Charged Assets and without prior notice forthwith transfer all or any part of the balance standing to the credit of any such account to any other such account which may be in debit but the Security Agent shall notify the Chargor of the transfer having been made

11 Power of attorney and delegation

11 1 **Power of attorney**

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

11 2 **Ratification**

The Chargor ratifies and confirms and agrees to ratify and confirm

11 2 1 all transactions entered into by the Security Agent and/or any Receiver in the proper exercise of its or their powers in accordance with this deed, and

11 2 2 all transactions entered into by the Security Agent and/or any Administrator or Receiver in signing, sealing, delivering and otherwise perfecting any assignment, mortgage, charge, security, document or other act

11 3 **Delegation**

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

12 Protection of security and further assurance

12 1 **Independent security**

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

12 2 **Continuing security**

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

12 3 **No waivers, rights cumulative**

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

12 4 **No Chargor set-off**

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

12 5 **Further assurance**

12 5 1 The Chargor shall, promptly upon request by the Security Agent or any Receiver, at the Chargor's own expense, take whatever action the Security Agent or a Receiver may require for

12 5 1 1 creating, perfecting or protecting any security intended to be created by or pursuant to this deed,

12 5 1 2 facilitating the realisation of any Charged Asset,

12 5 1 3 exercising any right, power or discretion conferred on the Security Agent, or any Receiver or any of their respective delegates or sub-delegates in respect of any Charged Asset, or

12 5 1 4 creating and perfecting security in favour of the Security Agent (equivalent to the security intended to be created by this deed) over any Charged Asset situated in any jurisdiction outside England and Wales

12 5 2 This includes

12 5 2 1 the re-execution of this deed,

12 5 2 2 the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance of any property, whether to the Security Agent or to its nominee, and

12 5 2 3 the giving of any notice, order or direction and the making of any filing or registration,

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

13 Costs and indemnity

The provisions of clause 17 4 (*Indemnity to the Security Agent*) and clause 19 (*Costs and expenses*) of the Facility Agreements are incorporated into this deed as if set out in full *mutatis mutandis*, however in each case, where the term "Security Agent" is used such references will also be deemed to include any receiver

14 Miscellaneous

14 1 Benefit of Deed

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

14 2 Certificates conclusive

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

14 3 Financial collateral

14 3 1 To the extent that the Charged Assets constitute "financial collateral" and this deed and the obligations of the Chargor under this deed constitute a "security financial collateral arrangement" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003 No 3226)) (as amended from time to time) the Security Agent shall have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities

14 3 2 For the purpose of clause 14 3 1 the value of the financial collateral appropriated shall

14 3 2 1 in the case of cash or a right to receive cash, be equal to the amount of cash concerned, and

14 3 2 2 in all other cases be such amount as the Security Agent reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it

14 4 Severability

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

5

14 5 **Third party rights**

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

14 6 **Trustee Act 2000**

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

15 Demands and notices

Any demand, notice, consent or communication to be made or given by or to the Chargor or the Security Agent under or in connection with this deed shall be made and delivered as provided in clause 34 (*Notices*) of the Facility Agreements

16 Assignment and transfer

16 1 **Assignment by Security Agent**

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

16 2 **No assignment by Chargor**

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

17 Release of Security

17 1 **Release**

Subject to clause 17 3 (*Discharge conditional*), upon the expiry of the Security Period (but (save as provided for in the Intercreditor Agreement) not otherwise) the Security Agent shall at the request and cost of the Chargor take whatever action is necessary to release the Charged Assets from the security constituted by this deed

17 2 **Avoidance of payments and reinstatement**

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

17 2 1 the liability of the Chargor will continue as if the payment, discharge, avoidance or reduction had not occurred,

17 2 2 each Secured Party will be entitled to recover the value or amount of that security or payment from the Chargor, as if the payment, discharge, avoidance or reduction had not occurred, and

17 2 3 the Security Agent shall be entitled to enforce this deed subsequently as if such payment, discharge, avoidance or reduction had not occurred

17 3 **Discharge conditional**

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

17 3 1 the Security Agent or its nominee shall be at liberty to retain this deed and the security created by or pursuant to this deed, including all certificates and documents relating to the Charged Assets or any part thereof, for such period as the Security Agent (acting reasonably) shall deem necessary to provide the Security Agent with security against any such avoidance or reduction or order for refund, and

17 3 2 the Security Agent shall be entitled to recover the value or amount of such security or payment from the Chargor subsequently as if such settlement, discharge or release had not occurred and the Chargor agrees with the Security Agent accordingly and charges the Charged Assets and the proceeds of sale thereof with any actual liability under this clause, and

17 3 3 notwithstanding any other provision of this clause 17 3, the Security Agent agrees that, upon the expiry of the Security Period it will, unless it is reasonably likely (in the opinion of the Security Agent (acting reasonably)) that a payment in respect of the Secured Liabilities will be avoided or reduced or ordered to be refunded pursuant to any provision of any enactment relating to insolvency, bankruptcy, winding-up, administration or receivership , it will grant the Chargor a full and unconditional release of the Security created pursuant to this Deed, which does not benefit from the rights of the Security Agent under this clause 18 3

18 Governing law

This deed and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, English law

19 Counterparts

This deed may be executed in counterparts, all of which when taken together shall be deemed to constitute one and the same instrument

In witness whereof this deed has been executed by the Chargor and is intended to be and is hereby delivered as a deed the day and year first above written and has been signed on behalf of the Security Agent

SCHEDULE 1

Original Securities

Securities Issuer	Type of security and nominal value	Number	Name of Registered Holder
Aura Finance (Holdco) Limited	Ordinary Shares of £1 00 each	3,275,462	January Loan Services Limited

SIGNATURES TO SUPPLEMENTAL CHARGE OVER SHARES

The Chargor

EXECUTED as a DEED and)
DELIVERED by **JANUARY LOAN**)
SERVICES LIMITED acting by)

[redacted]

Director

in the presence of)

[redacted]

Signature

Name RENA STYLIANOU

Address 25 Park Lane, Waltham Cross, EN8 8AB

Occupation EA

The Security Agent

SIGNED by)
for and on behalf of **THE ROYAL**)
BANK OF SCOTLAND PLC)