



## Registration of a Charge

LLP name: **CURO (WEST CAMPBELL) LLP**

LLP number: **OC376984**



X4ADM9JV

Received for Electronic Filing: **26/06/2015**

## Details of Charge

Date of creation: **23/06/2015**

Charge code: **OC37 6984 0002**

Persons entitled: **COLBY CAPITAL II S.À. R.L.**

Brief description: **NO SPECIFIC LAND, SHIP, AIRCRAFT OR INTELLECTUAL PROPERTY REGISTERED.**

**Contains fixed charge(s).**

**Contains negative pledge.**

## Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

## Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 AS APPLIED BY THE LIMITED LIABILITY PARTNERSHIPS (APPLICATION OF COMPANIES ACT 2006) REGULATIONS 2009 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL  
INSTRUMENT.**

Certified by:

**PINSENT MASONS LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

LLP number: OC376984

Charge code: OC37 6984 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd June 2015 and created by CURO (WEST CAMPBELL) LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by The Limited Liability Partnerships (Application of Companies Act 2006) (Amendment) Regulations 2013 on 26th June 2015 .

Given at Companies House, Cardiff on 29th June 2015

The above information was communicated by electronic means and authenticated  
by the Registrar of Companies under the Limited Liability Partnership  
(Application of the Companies Act 2006) Regulations 2009 SI 2009/1804



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

**ASSIGNATION IN SECURITY**

by

**CURO (WEST CAMPBELL) LLP**

in favour of

**COLBY CAPITAL II S.À.R.L.**



**Pinsent Masons**

Clause	Heading	Page No.
1	DEFINITIONS AND INTERPRETATION .....	1
1.1	Definitions .....	1
1.2	Facility Agreement definitions .....	2
1.3	Interpretation .....	2
1.4	Conflict .....	2
2	SECURITY .....	2
2.1	Payment .....	2
2.2	Security .....	2
2.3	Intimation .....	2
2.4	Prohibition of other securities etc .....	3
3	PROTECTION OF SECURITY .....	3
3.1	Continuing security .....	3
3.2	No prejudice .....	3
3.3	No waiver .....	3
3.4	Severability .....	3
3.5	Non impairment .....	3
3.6	Further assurance .....	4
3.7	New accounts .....	4
4	POWER OF ATTORNEY .....	4
4.1	Appointment .....	4
4.2	Ratification .....	5
4.3	Exercise of power .....	5
5	REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS .....	5
5.1	Representations and warranties .....	5
5.2	Undertakings .....	5
6	RIGHTS AND OBLIGATIONS UNDER CONTRACTS .....	6
6.1	Assignor's continuing liability .....	6
6.2	Right to perform obligations .....	6
7	ENFORCEMENT .....	6
7.1	Powers .....	6
7.2	Application of proceeds .....	7
7.3	Monies on suspense account .....	7
7.4	Balance .....	7
7.5	Third parties .....	7
8	DISCHARGE .....	7
8.1	Discharge .....	7
8.2	Avoidance of payments .....	8
8.3	Retention of Security .....	8
9	LIABILITY OF BANK OR DELEGATE .....	8
9.1	Delegation .....	8
9.2	Liability .....	8
10	MISCELLANEOUS .....	8
10.1	Non compliance by Assignor .....	8
10.2	Facility Agreement provisions .....	8
11	GOVERNING LAW .....	9

Clause	Heading	Page No.
SCHEDULE		
Part 1	The Contracts .....	10
Part 2	Form of Intimation and acknowledgement.....	11

## ASSIGNATION IN SECURITY by

- (1) **CURO (WEST CAMPBELL) LLP** a limited liability partnership registered in England and Wales (registered number OC376984) having its registered office at 18-20 Hill Rise, Richmond, Surrey, England TW10 6UA (the "**Assignor**")

in favour of

- (2) **COLBY CAPITAL II S.À.R.L.**, a private limited liability company (société à responsabilité limitée) established and existing under Luxembourg law, having its registered address at 6, rue Eugène Ruppert, L-2453 Luxembourg, Grand-Duchy of Luxembourg, which is registered with the RCS Luxembourg under number B 174282 (the "**Lender**")

## 1 DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In this Security unless the context requires otherwise:

"**Appropriated Value(s)**" means the value(s) at which the Secured Rights are appropriated (in whole or part) in or towards payment or satisfaction of the Secured Obligations pursuant to paragraph (b) of Clause 7.1 (*Powers*);

"**Contracts**" means the contracts specified in Part 1 of the Schedule;

"**Default Rate**" means the rate specified in Clause 8.4 of the Facility Agreement;

"**Enforcement Notice**" means written notice given by the Lender to the counterparty or counterparties to the Contracts pursuant to Clause 7.1 notifying it or them that it has become entitled to enforce this Security;

"**Facility Agreement**" means the £6,200,000 single currency term facility agreement dated 5 and 8 June 2015 between the Lender, the Assignor and Curo Hotels (West Campbell) Limited;

"**the Regulations**" means the Financial Collateral Arrangements (No 2) Regulations 2003;

"**Related Rights**" means all rights, remedies, benefits and entitlements now or at any time hereafter accrued or accruing in respect of the Assignor's part of the Contracts hereby assigned including, without limitation:

- (a) the right to payment of all monies due thereunder;
- (b) the proceeds of all payments thereunder and of all claims, awards, adjudications and judgments under or in respect thereof;
- (c) all claims for damages in respect of any breach thereof (other than a breach by the Assignor);
- (d) the benefit of all (if any) warranties and indemnities;
- (e) all (if any) rights of termination or rescission;
- (f) the right to require and enforce performance by the other party or parties of its or their obligations thereunder by way of adjudication, arbitration, proceedings or otherwise; and
- (g) the right to perform and fulfil the obligations on the Assignor's part thereunder;

**"Schedule"** means the Schedule annexed as relative to this Security;

**"Secured Obligations"** means all or any monies, liabilities and obligations, whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, cautioner, surety or otherwise, which are now or may at any time hereafter (whether before or at any time after demand) be or become due in any manner by the Assignor to the Lender under or in connection with any of the Finance Documents, and all or any monies, liabilities and obligations due by the Assignor under this Security;

**"Secured Rights"** means the Assignor's whole right, title and interest, past, present and future, in and to the Contracts and the Related Rights; and

**"this Security"** means these presents (including the Schedule) as amended, supplemented, novated, extended or restated from time to time.

## **1.2 Facility Agreement definitions**

In this Security, unless the context requires otherwise terms defined in clause 1.1 (*Definitions*) of the Facility Agreement shall have the same meaning in this Security.

## **1.3 Interpretation**

1.3.1 The provisions of clause 1.2 (*Construction*) of the Facility Agreement shall apply *mutatis mutandis* to this Security as if set out in full herein.

1.3.2 In this Security, unless the context otherwise requires, a reference to a "**Finance Document**" or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, restated or replaced (however fundamentally) and includes any increase in, extension of, or change to, any facility made available under that Finance Document or other agreement or instrument and includes any increase in, extension of or change to any facility made available under that Finance Document or other agreement or instrument.

## **1.4 Conflict**

If there is any conflict between the provisions of this Security and the provisions of the Facility Agreement, the provisions of the Facility Agreement shall prevail.

# **2 SECURITY**

## **2.1 Payment**

The Assignor undertakes to the Lender that it will pay and discharge the Secured Obligations in accordance with the Facility Agreement and the other Finance Documents.

## **2.2 Security**

In security for the payment and discharge of the Secured Obligations, the Assignor hereby ASSIGNS the Secured Rights to the Lender on the terms and conditions specified in this Security.

## **2.3 Intimation**

2.3.1 Immediately upon execution of this Security, the Assignor shall intimate its terms to the other party or parties to the Contracts in (or as near as may be) the form set out in Part 2 of the Schedule and this Security shall be conditional upon and shall not be deemed to have been completed and in force until such intimation has been complied with to the satisfaction of the Lender.



- 2.3.2 The Assignor shall use all reasonable endeavours to procure that the other party or parties to the Contracts as may have received an intimation in accordance with Clause 2.3.1 acknowledge receipt of the intimation of this Security in (or as near as may be) the form set out in Part 2 of the Schedule and shall provide the Lender with such evidence of acknowledgement as the Lender may require.

**2.4 Prohibition of other securities etc**

Unless otherwise agreed in writing by the Lender, the Assignor shall not assign or create or permit any form of security, charge or encumbrance to arise over or except only as permitted by the terms of the Finance Documents otherwise deal with the Secured Rights or any part thereof until the Secured Obligations have been fully and unconditionally paid or discharged.

**3 PROTECTION OF SECURITY**

**3.1 Continuing security**

This Security shall be a continuing security notwithstanding any intermediate payment or satisfaction of the Secured Obligations and shall remain in force until the Secured Obligations have been fully and unconditionally paid and discharged.

**3.2 No prejudice**

This Security shall be in addition to and shall not in any way prejudice or be prejudiced by any other security, right or remedy which the Lender may now or at any time hereafter hold for all or any part of the Secured Obligations.

**3.3 No waiver**

Failure or delay on the part of the Lender in exercising any right, power or discretion under or pursuant to this Security shall not operate as a waiver thereof, nor will any single or partial exercise of any such right, power or discretion preclude any other or further exercise thereof. The rights, powers and discretions contained in this Security are in addition to and not substitution for any right of set-off, compensation, retention, combination of accounts, lien or other right or remedy provided by law.

**3.4 Severability**

The provisions of this Security shall be severable and distinct from one another and if at any time one or more of such provisions is or becomes or is declared void, invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Security shall not in any way be affected or impaired thereby.

**3.5 Non impairment**

The Assignor agrees that none of its obligations or the Lender's rights, powers and discretions under this Security shall be reduced, discharged or otherwise adversely affected by:

- (a) any variation, extension, discharge, compromise, dealing with, exchange or renewal of any security or any right or remedy which the Lender may have now or in the future from or against the Assignor or any other person in respect of any of the Secured Obligations; or
- (b) any failure, act or omission by the Lender or any other person in taking up, perfecting or enforcing any security or guarantee from or against the Assignor or any other person in respect of the Secured Obligations; or

- (c) any increase in or waiver or discharge of any of the Secured Obligations or any termination, amendment, variation, supplement, restatement, novation or replacement of the Finance Documents; or
- (d) any grant of time, indulgence, waiver or concession to the Assignor or any other person; or
- (e) any of the administration, receivership, liquidation, winding-up, insolvency, bankruptcy, incapacity, limitation, disability, discharge by operation of law or any change in the constitution, name or style of the Assignor or any other person; or
- (f) any invalidity, illegality, unenforceability, irregularity or frustration of any of the Secured Obligations; or
- (g) any amendment, variation, supplement or restatement of any of the Contracts; or
- (h) anything done or omitted to be done by the Lender or any other person which but for this provision might operate to exonerate or discharge or otherwise reduce or extinguish the liability of the Assignor under this Security.

### **3.6 Further assurance**

The Assignor shall promptly after being requested to do so by the Lender do all such acts and things and execute and deliver all such documents as the Lender may require (in particular, without limitation, further securities, transfers or assignments of or other instruments relating to the Secured Rights) for perfecting or protecting the security created by or pursuant to this Security in respect of the Secured Rights or its priority or for facilitating the realisation or application of the Secured Rights and the exercise of the rights, powers and discretions conferred on the Lender under this Security.

### **3.7 New accounts**

At any time after the Lender has received or is deemed to be affected by notice (whether actual or constructive) of the creation of any subsequent security, charge or encumbrance over or affecting any part of the Secured Rights or the proceeds of realisation the Lender may open a new account or accounts with the Assignor. If the Lender does not open a new account or accounts it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received such notice and as from that time all payments made to the Lender shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount covered by this Security.

## **4 POWER OF ATTORNEY**

### **4.1 Appointment**

The Assignor hereby irrevocably appoints the Lender as its attorney on its behalf and in its name or otherwise, at such times and in such a manner as the attorney may think fit:

- (a) to do anything which the Assignor is obliged to do (but has not done) under this Security including, without limitation, to execute further securities, transfers or assignments of and other instruments relating to, the Secured Rights; and
- (b) generally to exercise all or any of the rights, powers and discretions conferred on the Lender in relation to the Secured Rights under this Security.

#### **4.2 Ratification**

The Assignor hereby ratifies and confirms and agrees to ratify and confirm whatever its attorney may do or purport to do in the exercise or purported exercise of the power of attorney given by the Assignor under this Clause.

#### **4.3 Exercise of power**

The appointment effected under Clause 4.1 shall take effect immediately, but the powers conferred shall only become exercisable upon the occurrence of an Event of Default or if the Assignor does not fulfil any of its obligations under Clause 3.6 (*Further assurance*) within 3 Business Days of notice from the Lender to do so.

### **5 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS**

#### **5.1 Representations and warranties**

The Assignor represents and warrants to the Lender that:

- (a) it has not received or given any notice or intimation (written or verbal) of termination, rescission, suspension, breach or alleged breach in respect of any of the Contracts; and
- (b) the information contained in the Schedule is complete and accurate in all respects.

#### **5.2 Undertakings**

##### **5.2.1 The Assignor undertakes that save as otherwise provided in the Facility Agreement or unless otherwise agreed in writing by the Lender it shall not:**

- (a) transfer or otherwise dispose of, or grant or create any option, right of pre-emption or other right to acquire the Secured Rights or any interest therein or agree, conditionally or unconditionally, to do so;
- (b) take or omit to take any action which would prejudice the security constituted pursuant to this Security or impair the value of the Secured Rights;
- (c) waive, or fail or delay to enforce, any of its rights under any of the Contracts or rescind or terminate any of the Contracts or agree, conditionally or unconditionally, to do so; and
- (d) amend, supplement or novate the terms of any of the Contracts or agree, conditionally or unconditionally, to do so.

##### **5.2.2 The Assignor undertakes that it shall:**

- (a) at its own cost, promptly take all action which is at any time necessary or which the Lender may request, to protect the value of the interests of the Assignor and the Lender in the Secured Rights;
- (b) use all reasonable endeavours to procure the due and punctual performance by the other party or parties to the Contracts of their respective obligations thereunder;
- (c) duly and punctually perform its obligations under the Contracts;
- (d) notify the Lender promptly of the occurrence of any event of default under or any breach by it or any other party of any of the Contracts and of any event or circumstances which alone or in conjunction with any other event or circumstances

or with the passage of time would or is likely to constitute such an event of default or breach and promptly forward to the Lender a copy of any notice or demand served on it in respect of any of the foregoing; and

- (e) forward promptly to the Lender a copy (or if verbal notify it of the terms) of any notice or intimation of termination, rescission, suspension, breach or alleged breach received or given by it in respect of any of the Contracts.

## **6 RIGHTS AND OBLIGATIONS UNDER CONTRACTS**

### **6.1 Assignor's continuing liability**

Notwithstanding the terms of this Security, the Assignor agrees that prior to enforcement of this Security pursuant to Clause 7 (*Enforcement*) it shall remain liable to perform all the obligations incumbent on it and entitled to exercise all rights, remedies, powers and discretions conferred on it under the Contracts and Related Rights and the Lender shall not have any liability or responsibility under any of the Contracts or Related Rights to the Assignor or any other party.

### **6.2 Right to perform obligations**

Without prejudice to Clause 6.1 (*Assignor's continuing liability*), if the Assignor fails to perform any of the obligations incumbent on it under any of the Contracts and Related Rights, the Lender shall be entitled, but not required, to perform or procure such performance of such obligations, and the amount of all payments made or costs incurred by the Lender in that respect, shall be repayable by the Assignor in accordance with Clause 10.1 (*Non-compliance by Assignor*).

## **7 ENFORCEMENT**

### **7.1 Powers**

At any time after the occurrence of an Event of Default, the Lender shall be entitled, on giving an Enforcement Notice to the counterparty or counterparties to the Contracts:

- (a) without any requirement to give notice to the Assignor, either in its own name or in the name of the Assignor, or otherwise and in such manner and upon such terms and conditions as it thinks fit:
  - (i) to sell, transfer, assign or otherwise dispose of the Secured Rights by public or private sale with or without advertisement in such manner and on such terms and conditions as the Lender may consider expedient, and apply the proceeds in or towards payment or satisfaction of the Secured Obligations; and
  - (ii) generally, without prejudice to the other provisions of this Clause, to exercise all the rights powers and discretions and fulfil all the obligations in respect of the Secured Rights it would be entitled to exercise if it were the absolute owner of the Secured Rights, and to do all acts and things it may consider necessary or expedient for the realisation of the Secured Rights and the application of the proceeds in or towards payment or satisfaction of the Secured Obligations, or as may be incidental to the exercise of any of the rights, powers and discretions conferred on the Lender under this Security, and/or
- (b) to the extent that the Regulations apply, to appropriate the Secured Rights (in whole or part) in or towards satisfaction of the Secured Obligations at such value(s) (the "**Appropriated Value(s)**") as the Lender may reasonably determine having regard to valuation advice obtained by it from such independent investment

management or accountancy firm as it may choose: the Assignor agrees that this is a commercially reasonable method of valuation for these purposes: the Lender shall notify the Assignor of such appropriation, and the relevant Appropriated Value(s), as soon as reasonably practicable after it has taken place.

## **7.2 Application of proceeds**

All monies realised and/or all Appropriated Value(s) resulting from the enforcement of this Security shall (subject to Clause 7.3 (*Monies on suspense account*)) be applied by the Lender in the following order:

- (a) in or towards payment or satisfaction of all costs and expenses incurred by the Lender under or in connection with this Security;
- (b) in or towards payment or satisfaction of the remaining Secured Obligations; and
- (c) in payment of any surplus (which, for the avoidance of doubt, shall be deemed to include an amount equal to any balance of Appropriated Value(s) remaining) to the Assignor or any other person entitled thereto.

## **7.3 Monies on suspense account**

Nothing in this Security shall limit the right of the Lender (and the Assignor acknowledges that the Lender is so entitled) if and for so long as the Lender in its discretion shall consider it appropriate, to place all or any monies arising from the enforcement of this Security into a suspense account or accounts (which may be with the Lender), without any obligation to apply the same or any part thereof in or toward the discharge of the Secured Obligations.

## **7.4 Balance**

The rights powers and discretions conferred on the Lender under this Clause are subject only to its obligation to account to the Assignor for any balance of the Secured Rights or their proceeds or an amount equal to any balance of Appropriated Value(s) remaining in its hands after the Secured Obligations have been fully and unconditionally paid or satisfied.

## **7.5 Third parties**

7.5.1 No purchaser from or other person dealing with the Lender in relation to the Secured Rights shall be concerned to enquire whether any of the powers exercised or purported to be exercised by it hereunder has become exercisable, whether any of the Secured Obligations remains outstanding, or generally as to the propriety or validity of the exercise or purported exercise of any power hereunder.

7.5.2 The receipt or discharge of the Lender shall be an absolute discharge to any purchaser or other person dealing with the Lender in relation to the Secured Rights and any such purchaser or third party shall not have any obligation to enquire after or see to the application of any payments made by it to the Lender or at its direction.

## **8 DISCHARGE**

### **8.1 Discharge**

When the Lender confirms in writing to the Assignor that the Secured Obligations have been fully and unconditionally paid or satisfied the Lender shall at the Assignor's request, and at its expense, discharge this Security. Any payment, realisation or appropriation in respect of the Secured Obligations which in the reasonable opinion of the Lender is liable to be avoided or otherwise invalidated or adjusted by law, including any enactment or rule of law relating to insolvency, shall not be regarded as having been irrevocably effected until the expiry of the period during which it may be challenged on any such ground.

## **8.2 Avoidance of payments**

The Lender's right to recover the Secured Obligations in full shall not be affected or prejudiced by any payment, realisation or appropriation which is avoided or otherwise invalidated or adjusted by law, including any enactment or rule of law relating to insolvency, or by any release or discharge given by the Lender on the faith of any such payment, realisation or appropriation.

## **8.3 Retention of Security**

If any payment, realisation or appropriation in respect of the Secured Obligations is, in the Lender's reasonable opinion, liable to be avoided or otherwise invalidated or adjusted by law, including any enactment or rule of law relating to insolvency, the Lender shall be entitled to retain this Security undischarged until the expiry of the period during which it may be challenged on any such ground.

# **9 LIABILITY OF BANK OR DELEGATE**

## **9.1 Delegation**

The Lender may delegate any right, power or authority exercisable by it under this Security to such person, on such terms and conditions (including power to sub-delegate) and in such manner as it thinks fit, but such delegation shall not preclude the Lender from itself exercising any such right, power or authority.

## **9.2 Liability**

The Lender and any delegate shall not in any circumstances be liable to the Assignor or any other person for any losses, damages, liabilities or expenses arising from or in connection with the application or enforcement of this Security or any realisation, appropriation or application of the Secured Rights or from any act, default or omission of the Lender or delegate or his/her or its officers, employees or agents in relation to the Secured Rights or otherwise in connection with this Security, except to the extent caused by the wilful neglect or default of the Lender or delegate or his/her or its officers, employees or agents.

# **10 MISCELLANEOUS**

## **10.1 Non-compliance by Assignor**

If the Assignor fails to make any payment or fulfil any obligation due by it under or pursuant to this Security, the Lender shall be entitled to do so on its behalf and in its name (or in its own name as it considers expedient) and/or to take such action to remedy or mitigate the consequences of such failure as it considers expedient, and the amount of any such payment and/or the costs incurred in fulfilling such obligation or mitigating the consequences of such failure, shall be repayable by the Assignor on demand, together with interest at the Default Rate from the date of demand until settlement and shall constitute Secured Obligations.

## **10.2 Facility Agreement provisions**

The provisions of clauses 16 (*Costs and Expenses*), 26 (*Changes to the Lender*), 27 (*Changes to the Obligors*), 31 (*Notices*), 32 (*Calculations and Certificates*), 35 (*Amendments and Waivers*) and 38 (*Enforcement*) of the Facility Agreement shall apply *mutatis mutandis* to this Security as if set out in full herein.

11 GOVERNING LAW

This Security and any non-contractual obligations arising out of or in connection with it are governed by the laws of Scotland.

IN WITNESS WHEREOF these presents consisting of this and the 8 preceding pages and the Schedule are executed as follows:

SUBSCRIBED for and on behalf of  
CURO (WEST CAMPBELL) LLP  
at RICHMOND SURREY  
on the 23<sup>rd</sup> day  
of March 2015

KEVIN CAIGHTON

Designated Member

Full Name

in the presence of:

KRINI THEODORAKI

Witness

Full Name

53 ARCHER CLOSE

Address

KINGSTON UPON THAMES KT2 5NJ

## SCHEDULE

This is the Schedule referred to in the foregoing Assignment in Security by Curo (West Campbell) LLP in favour of Colby Capital II S.à.r.l.

### Part 1

#### The Contracts

<b>1</b>	The development agreement dated 4 April 2013 entered into between Scot Sheridan (West Campbell) Limited (the " <b>Developer</b> ") and the Assignor in respect of the Development
<b>2</b>	A performance bond in respect of the Extension Building Contract in an amount of 10% of the Contract Sum (as defined in the Extension Building Contract) from Aviva in favour of the Assignor.
<b>3</b>	A performance bond in respect of the Refurbishment Building Contract in an amount of 10% of the Contract Sum (as defined in the Refurbishment Building Contract) from Aviva in favour of the Assignor.



## Part 2

### Form of Intimation and acknowledgement

[On letterhead of Assignor]

To: [Name of [each] counterparty to [each] Contract]  
[Address]  
Attention: [ ]

Dear Sirs,

[Specify relevant Contract[s]: see Part 1 of Schedule: (the "Contract[s]")]

We hereby give notice that by an Assignment in Security by us in favour of Colby Capital II S.à.r.l. (the "Lender") dated [ ] (the "Security"), we have assigned our part of the above defined Contract[s] and our Related Rights thereunder (as defined in the Security) to the Lender in security of the Secured Obligations (as defined in the Security). A copy of the Security is annexed to this notice.

In terms of the Security:

- 1 Unless and until the Lender gives you written notice that it has become entitled to enforce the Security (an "Enforcement Notice"):
  - 1.1 We remain liable to perform all our obligations and entitled to exercise all our rights, powers and discretions, under our part of the Contract[s] and Related Rights, and
  - 1.2 You should make all payments due under the Contract[s] to [our] account number [ ] with [bank] at [branch] sort code [ ].
- 2 Upon the Lender giving you an Enforcement Notice:
  - 2.1 The Lender shall be entitled (but not obliged) immediately or at any time thereafter to exercise all the rights, powers and discretions (subject to performance of the counterpart obligations) under our part of the Contract[s] and Related Rights;
  - 2.2 You should make all further payments under the Contract[s] to such account or accounts (if any) or otherwise as the Lender may direct; and
  - 2.3 The Lender shall be entitled to assign our part of the Contract[s] to a third party or parties as provided in the Contract[s].
- 3 We irrevocably agree that you shall be entitled to rely and act on any Enforcement Notice without enquiry.

Please confirm that you have not received notice of any other assignment or security, charge or encumbrance in respect of the said Contract[s] [and that all claims or rights of set-off, counterclaim, deduction, lien or retention in respect of the said Contract[s] are excluded].

Please acknowledge receipt of this intimation by signing and returning the acknowledgement on the enclosed duplicate.

Yours faithfully

For and on behalf of Euro (West Campbell) LLP

Member

KEVIN CRIGHTON Full Name

[On duplicate]

To: Curo (West Campbell) LLP  
[Address]  
Attention: [ ]

Dear Sirs

We [Counterparty to Contract] [Limited] [plc] of [address] acknowledge receipt of the notice of intimation of which this is a duplicate and will fulfil its terms.

We confirm that we have not received notice of any other assignation or security charge or encumbrance in respect of the said [Contract[s]] [and that all claims or rights of set-off, counterclaim, deduction, lien or retention in respect of the said Contract[s] are excluded].

Yours faithfully

For and on behalf of [Counterparty to Contract]

..... Director/Authorised Signatory

..... Full Name