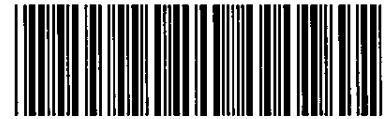


MG01s

Particulars of a charge created by a company registered in Scotland

000010/10 po.



SCT 16/11/2012 #400
COMPANIES HOUSE

SCT 10/11/2012 #41
COMPANIES HOUSE

A fee is payable with this form.
We will not accept this form unless you send the correct fee.
Please see 'How to pay' on the last page.

✓ **What this form is for**
You may use this form to register
particulars of a charge created by a
Scottish company.

✗ **What this form is NOT for**
You cannot use this form to
particulars of a mortgage or
created by a company in Eng
and Wales or Northern Ireland. To do
this, please use form MG01.

FRIDAY

SA

1 Company details		For official use
Company number	S C 1 0 4 6 5 7	→ Filling in this form Please complete in typescript or in bold black capitals. All fields are mandatory unless specified or indicated by *
Company name in full	British Midland Regional Limited	
2 Date of creation of charge		
Date of creation	d 3 d 1 m 1 m 0 y 2 y 0 y 1 y 2	
3 Description		
Description	Please give a description of the instrument (if any) creating or evidencing the charge e.g. 'Standard security', 'Floating charge' etc. "Deed of Charge over Designated Account" dated 31 October 2012 granted by British Midland Regional Limited ("Chargor") in favour of WorldPay (UK) Limited ("Chargee") as security agent for itself and WorldPay Limited (Company no. 03424752).	
4 Amount secured		
Amount secured	Please give us details of the amount secured by the charge. The following relevant definitions and paragraphs from the Charge include: "Charged Property" means the monies charged under clause 3.1 of this Deed and all other property, assets and rights of the Chargor from time to time comprised within the security constituted by this Deed; "Designated Account" means the account or accounts opened for the purpose of the Chargor granting the security constituted under this Deed and National Westminster Bank plc (the "Bank"), (Account Name: British Midland Regional Limited, Sort Code: 50-00-61, Account number: 36860611), or such account or accounts as the Chargee shall approve or specify for such purpose. Please see continuation page 1.	
		Continuation page Please use a continuation page if you need to enter more details.

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Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

Continuation page

Please use a continuation page if you need to enter more details.

Name WorldPay (UK) Limited as security agent for itself and WorldPay Ltd.

Address 55 Mansell Street

London

Postcode E 1 8 A N

Name

Address

Postcode

6

Short particulars of all the property charged

Please give the short particulars of the property charged.

Continuation page

Please use a continuation page if you need to enter more details.

Short particulars

The following relevant definitions and paragraphs from the Charge include:

"Charged Property" means the monies charged under clause 3.1 of this Deed and all other property, assets and rights of the Chargor from time to time comprised within the security constituted by this Deed;

"Designated Account" means the account or accounts opened for the purpose of the Chargor granting the security constituted under this Deed and National Westminster Bank plc (the "Bank"), (Account Name: British Midland Regional Limited, Sort Code: 50-00-61, Account number: 36860611), or such account or accounts as the Chargee shall approve or specify for such purpose.

"Secured Obligations" means all monies, obligations and liabilities whatsoever which may now or at any time in the future be due, owing or incurred under the Merchant Agreement by the Chargor to the Chargee, WorldPay Limited or any service provider listed in Schedule 1 to the Merchant Agreement and whether present or future, actual or contingent in any manner whatsoever, as principal or surety and whether alone or jointly with any other party or parties including interest, legal and other costs, charges and expenses;

"Termination Events" means any of the termination events set out in the Merchant Agreement (howsoever described) and any condition, act or event referred to in Schedule 2;

3.1 As security for the Secured Obligations, the Chargor hereby charges in favour of the Chargee by way of fixed charge all monies which may from time to time constitute the balance standing to the credit of the Designated Account (including interest arising on such monies) and all the Chargor's rights, title and interest therein.

4.1 The Chargee may without prior notice to the Chargor at any time or times without restriction utilise or appropriate any balance from time to time standing to the credit of the Designated Account to discharge the Secured Obligations.

Please see continuation page 2.

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Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision ①

The following relevant definitions and paragraphs from the Charge include:

"Charged Property" means the monies charged under clause 3.1 of this Deed and all other property, assets and rights of the Chargor from time to time comprised within the security constituted by this Deed;

"Designated Account" means the account or accounts opened for the purpose of the Chargor granting the security constituted under this Deed and National Westminster Bank plc (the "Bank"), (Account Name: British Midland Regional Limited, Sort Code: 50-00-61, Account number: 36860611), or such account or accounts as the Chargee shall approve or specify for such purpose.

"Secured Obligations" means all monies, obligations and liabilities whatsoever which may now or at any time in the future be due, owing or incurred under the Merchant Agreement by the Chargor to the Chargee, WorldPay Limited or any service provider listed in Schedule 1 to the Merchant Agreement and whether present or future, actual or contingent in any manner whatsoever, as principal or surety and whether alone or jointly with any other party or parties including interest, legal and other costs, charges and expenses;

3.1 As security for the Secured Obligations, the Chargor hereby charges in favour of the Chargee by way of fixed charge all monies which may from time to time constitute the balance standing to the credit of the Designated Account (including interest arising on such monies) and all the Chargor's rights, title and interest therein.

3.2 As security for the Secured Obligations, the Chargor hereby charges in favour of the Chargee by way of first floating charge all monies which may from time to time constitute the balance standing to the credit of the Designated Account (including interest arising on such monies) and all the Chargor's rights, title and interest therein, if the fixed charge under clause 3.1 is not effectively charged.

3.3 The Chargee may convert all or part of the floating charge created by the Chargor under clause 3.2 into a fixed charge by giving notice to the effect to the Chargor, if the Chargee considers that its security over the Designated Account is in jeopardy and that it is necessary to do so to protect or preserve its security.

① In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

Continuation page

Please use a continuation page if you need to enter more details.

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Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his:

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

Commission allowance or discount

Not applicable.

9

Delivery of instrument

A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge.

In the case of a charge created out of the United Kingdom (UK), comprising property situated outside the UK, within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the UK. Certified copies of any other documents relevant to the charge should also be delivered.

10

Signature²

Please sign the form here.

Signature

Signature

X 

09/11/12

X

²Signature

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

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Presenter information

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

Contact name Peter Wilson

Company name WorldPay (UK) Limited

Address 55 Mansell Street

Post town London

County/Region London

Postcode E 1 8 A N

Country UK

DX

Telephone 020 32465818



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 deed (if any) with this form.
- ☐ You have entered the date the charge was created.
- ☐ You have supplied the description of the instrument.
- ☐ You have given details of the amount secured by the chargee.
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge.
- ☐ You have entered the short particulars of all the property charged.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.



Important information

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



How to pay

A fee of £13 is payable to Companies House in respect of each charge.

Make cheques or postal orders payable to 'Companies House.'



Where to send

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

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

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

For companies registered in Northern Ireland:

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



Further information

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

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

MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

6	Short particulars of all the property charged	
	Please give the short particulars of the property charged.	
Short particulars	<p>Continuation page 1:</p> <p>"Secured Obligations" means all monies, obligations and liabilities whatsoever which may now or at any time in the future be due, owing or incurred under the Merchant Agreement by the Chargor to the Chargee, WorldPay Limited or any service provider listed in Schedule 1 to the Merchant Agreement and whether present or future, actual or contingent in any manner whatsoever, as principal or surety and whether alone or jointly with any other party or parties including interest, legal and other costs, charges and expenses;</p> <p>2.1 The Chargor covenants with the Chargee to pay and discharge the Secured Obligations on demand.</p> <p>3.1 As security for the Secured Obligations, the Chargor hereby charges in favour of the Chargee by way of fixed charge all monies which may from time to time constitute the balance standing to the credit of the Designated Account (including interest arising on such monies) and all the Chargor's rights, title and interest therein.</p> <p>3.2 As security for the Secured Obligations, the Chargor hereby charges in favour of the Chargee by way of first floating charge all monies which may from time to time constitute the balance standing to the credit of the Designated Account (including interest arising on such monies) and all the Chargor's rights, title and interest therein, if the fixed charge under clause 3.1 is not effectively charged.</p> <p>3.3 The Chargee may convert all or part of the floating charge created by the Chargor under clause 3.2 into a fixed charge by giving notice to the effect to the Chargor, if the Chargee considers that its security over the Designated Account is in jeopardy and that it is necessary to do so to protect or preserve its security.</p> <p>5.1 The security constituted by this Deed shall operate as a continuing security and shall extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge of any of the Secured Obligations or any other matter whatsoever.</p>	

MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

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Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

Continuation page 2:

4.2 Upon the occurrence of a Termination Event all of the Secured Obligations shall immediately become due and payable and the Chargee may, without notice to the Chargor enforce all or any part of the security constituted by this Deed at such times, in the manner and on such terms as it thinks fit.

Schedule 2 - Termination Events

1 For the purposes of this Deed and in addition to the termination events set out in the Merchant Agreement, it shall be a termination event if:

1.1 the Chargor does not pay and discharge any part of the Secured Obligations on the due date for payment; or

1.2 the Chargor commits a breach of any of the covenants and obligations contained in this Deed or in the Merchant Agreement and where such breach is, in the opinion of the Chargee capable of remedy, it is not remedied to the satisfaction of the Chargee within seven days of the breach or any representation or warranty given in this Deed or in the Merchant Agreement is or becomes untrue; or

1.3 any preliminary step is taken for winding up or dissolution or voluntary arrangement or the appointment of an administrator, a receiver or liquidator or trustee in bankruptcy in relation to the Chargor or to any of the property or assets or business of the Chargor; or

1.4 any event occurs which would, in the opinion of the Chargee:

1.4.1 entitle the holder of any security over any of the property or assets or business of the Chargor to: (i) accelerate the payment of sums due to such holder; or (ii) crystallise any floating charge granted by the Chargor; or

1.4.2 cause any floating charge granted by the Chargor to crystallise automatically; or

1.5 any judgment, decree or order is made against the Chargor and not complied with within seven days or if any execution, distress, sequestration, diligence or other process is levied or enforced upon or against any substantial part of the property or assets of the Chargor; or

1.6 any provision of this Deed or the Merchant Agreement ceases in any respect to be in full force and effect or to be continuing or is or is purported to be determined or disputed or becomes invalid, illegal or unenforceable or any part of the security constituted by this Deed is in jeopardy; or

1.7 the Chargor is unable to pay its debts as they fall due or the value of its assets is less than its liabilities (taking into account contingent and prospective liabilities); or

1.8 the Chargor ceases or threatens to cease to carry on all or a substantial part of its business or operations or sells, transfers or otherwise disposes of the whole or a substantial part of its undertaking or assets, whether by a single transaction or a number of transactions.



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

COMPANY NO. 104657

CHARGE NO. 6

**I HEREBY CERTIFY THAT A CHARGE CREATED BY BRITISH
MIDLAND REGIONAL LIMITED**

ON 31 OCTOBER 2012

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

IN FAVOUR OF WORLDPAY (UK) LIMITED

**WAS DELIVERED PURSUANT TO SECTION 878 OF THE
COMPANIES ACT 2006 ON 16 NOVEMBER 2012**

**GIVEN AT COMPANIES HOUSE, EDINBURGH 16 NOVEMBER
2012**



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**