

019731/13

In accordance with
Section 860 of the
Companies Act 2006

MG01**Particulars of a mortgage or charge**

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 mortgage or charge
in England and Wales or Northern
Ireland

✗ **What this form is NOT for**
You cannot use this form to register
particulars of a charge on a
company. To do this, use form
MG01s

THURSDAY



L193YT75

LD2

17/05/2012

#11

COMPANIES HOUSE

3 For official use

1 Company details

Company number 0 4 4 4 2 8 3 5

Company name in full The Rushmore Group Limited (the "Chargor")

→ **Filling in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation d3 d0 m0 m4 y2 y0 y1 y2

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description Account charge dated 30 April 2012 and entered into between the Chargor and Simon Hipperson as Security Agent (the "Security Agent")

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured The Secured Obligations

(for definitions of capitalised terms used in this Form MG01, please see the
continuation pages to this Form MG01)

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

MG01

Particulars of a mortgage or charge

5	Mortgagee(s) or person(s) entitled to the charge (if any)		Continuation page Please use a continuation page if you need to enter more details
	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge		
Name	Simon Hipperson		
Address	39 Kingsway Place		
	Clerkenwell		
Postcode	E C 1 R 0 L U		
Name			
Address			
Postcode			

6	Short particulars of all the property mortgaged or charged		Continuation page Please use a continuation page if you need to enter more details
	Please give the short particulars of the property mortgaged or charged		
Short particulars	<p>1. CHARGING PROVISION</p> <p>The Chargor, as continuing security for the payment of the Secured Obligations, has charged by way of first fixed charge in favour of the Security Agent and with full title guarantee all of its rights, title and interest in and to the Deposit</p> <p>2. FURTHER ASSURANCE</p> <p>2.1 The Chargor shall promptly (and at its own expense) do all such acts (including payment of all stamp duties or fees) or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions on terms equivalent or similar to those set out in the Account Charge) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require)</p> <p>(a) to perfect the Security created or intended to be created under or evidenced by the Account Charge or for the exercise of any rights, powers and remedies of the Security Agent, any Receiver or the other Secured Parties provided by or pursuant to the Account Charge or by law, and/or</p> <p>(b) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created under the Account Charge</p> <p>2.2 The Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to the Account Charge</p>		

MG01

Particulars of a mortgage or charge

7

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

8

Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9

Signature

Please sign the form here

Signature

Signature

X

Lathan & Watkins

X

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

MG01

Particulars of a mortgage or 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 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 Rupert Hall

Company name Latham & Watkins

Address 99 Bishopsgate

Post town London

County/Region

Postcode E C 2 M 3 X F

Country United Kingdom

DX

Telephone 0207 710 3045



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 the original deed 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 mortgagee or 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 mortgaged or 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 mortgage or 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

MG01 - continuation page
Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>3. NEGATIVE PLEDGE</p> <p>The Chargor has covenanted that it will not</p> <ul style="list-style-type: none"> (a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property, (b) sell, transfer, lend or otherwise dispose of all or any part of the Charged Property or the right to receive or to be paid the same, or agree or attempt to do so, or (c) dispose of the equity of redemption in respect of all or any part of the Charged Property <p>DEFINITIONS</p> <p>"Account" means the account of the Chargor held with Clydesdale Bank in the name of The Rushmore Group Ltd with sort code 82-60-13 and account number 90114946,</p> <p>"Charged Property" means the assets subject to the Security granted to the Security Agent by the Account Charge,</p> <p>"Deposit" means all moneys in any currency together with all interest and other sums accruing thereon from time to time standing to the credit of the Account and all rights of the Chargor in relation thereto,</p> <p>"Lenders" means the Lenders under and as defined in the Loan Agreement,</p> <p>"Loan Agreement" means the loan agreement dated on or around the date of the Account Charge between the Chargor as borrower and the Lenders as lenders</p> <p>"Quasi-Security" means a transaction in which the Chargor</p> <ul style="list-style-type: none"> (a) sells, transfers or otherwise disposes of any of its assets on terms whereby they are or may be leased to or re-acquired by the Chargor or any other member of its Group, (b) sells, transfers or otherwise disposes of any of its receivables on recourse terms, (c) enters into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or (d) enters into any other preferential arrangement having a similar effect, <p>in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset,</p> <p>"Receiver" means an administrator, a receiver and manager or (if the Security Agent so specifies in the relevant appointment) receiver in each case appointed under the Account Charge,</p> <p>"Secured Obligations" means all money, obligations or liabilities due, owing or incurred to any Secured Party by the Chargor under the Account Charge or the Loan Agreement at present or in the future, whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon and all losses incurred by any Secured Party in connection therewith,</p> <p>"Secured Parties" means the Lenders, the Security Agent and any Receiver, and</p> <p>"Security" means a mortgage, charge, pledge or lien or other security interest securing any obligation of any</p>	

MG01 - continuation page
Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

person or any other agreement or arrangement having a similar effect



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 4442835
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ACCOUNT CHARGE DATED 30
APRIL 2012 AND CREATED BY THE RUSHMORE GROUP
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO ANY SECURED PARTY ON ANY
ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 17 MAY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 MAY 2012

9



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES