

MG01

Particulars of a mortgage or charge

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LASERFORM

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 re-
gister particulars of a charge for a S
company. To do this, please use
form MG01s



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QD 05/01/2011 82
COMPANIES HOUSE

1

Company details

Company number

0 5 0 4 1 9 0 5

Company name in full

Fortress Group (UK) Limited (the "Borrower")

For official use



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

d2 d9 m1 m2 y2 y0 y1 y0

3

Description

Description

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

Debenture (the "Debenture")

4

Amount secured

Amount secured

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

All monies, debts and liabilities from time to time
due, owing or incurred by the Borrower to the
Lender (as defined in section 5 of this Form MG01)
of any kind and in any currency (whether incurred
alone or jointly with another) and the Lender's
charges, commission, Costs and Interest (the
"Secured Liabilities")

Please see attached continuation sheet

Continuation page

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

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Amount secured

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

Amount secured

The terms defined in this Form MG01 and its continuation pages have the same meaning as given to them below, unless otherwise stated

Costs means all costs, charges or expenses on a full indemnity basis of any kind including, without limitation, costs and damages in connection with litigation, professional fees, disbursements and any value added tax to be charged on those costs, charges, expenses and disbursements; and

Interest means the rate of interest charged by the Lender to the Borrower from time to time

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

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 Think Finance, Inc (the "Lender")

Address 4150 International Plaza, Suite 400, Fort Worth,
Texas, USA

Postcode 7 6 1 0 9

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

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

Short particulars

The terms defined in this Form MG01 and its continuation pages have the same meaning as given to them below, unless otherwise stated

Pursuant to the Debenture the Borrower covenants to discharge on demand the Secured Liabilities and as a continuing security for such discharge and with full title guarantee charges to the Lender the property set out below in the manner set out below

1 1 by way of fixed charge, all the freehold and leasehold property now vested in or charged to the Borrower and all Rights relating to it,

1 2 by way of fixed charge, all estates or interests in any freehold or leasehold property in the future vested in or charged to the Borrower (not otherwise effectively mortgaged in the Lender's favour by clause 3 1 of the Debenture as detailed at paragraph 1 1 above) and all Rights relating to it,

1 3 by way of fixed mortgage by assignment (subject always to reassignment upon redemption), the Book Debts,

1 4 by way of fixed charge, all receipts from time to time paid into the Book Debts Account,

1 5 by way of fixed mortgage by assignment (subject always to reassignment upon redemption), all credit balances and bank deposits to the credit of the Borrower with any person other than the Lender now or at any time due or owing to the Borrower together with the full benefit of all rights and remedies relating to them,

Please see attached continuation sheet

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1 6 by way of fixed charge, all subsisting patents and subsisting rights of a similar nature of the Borrower present and future held in any part of the world, applications for patents and such rights, divisions and continuations of such applications for patents and the right to apply for any applications in any part of the world (in each case for their full period and all extensions and renewals of them),

1 7 by way of fixed charge, all domain name registrations of the Borrower present and future and all applications for them and the right to apply for any of them in any part of the world,

1 8 by way of fixed charge, all registered trademarks of the Borrower present and future and all applications for them and the right to apply for any of them in any part of the world and all unregistered trademarks of the Borrower present and future;

1 9 by way of fixed charge, all service marks of the Borrower present and future,

1 10 by way of fixed charge, all registered designs of the Borrower present and future and all applications for them and the right to apply for any of them in any part of the world,

1 11 by way of fixed charge, all inventions, utility models, confidential information, business names, trade names, brand names, copyright and rights in the nature of copyright, design rights and get-up and any similar rights existing in any country (including without limitation rights in computer software) of the Borrower present and future,

1 12 by way of fixed charge, all the body of knowledge, technical experience, expertise and skills, technical processors, secret processors, formulae and technical information held by the Borrower from time to time and relating to its business, which is not in the public domain,

1 13 by way of fixed charge, the benefit (subject to the burden) of any and all present and future agreements, arrangement and licenses in connection with the Intellectual Property,

1 14 by way of fixed charge, all the plant and machinery, equipment, fittings, installations and apparatus, furniture, furnishings, tools, motor vehicles and all other chattels and moveable assets (other than fixtures) of the Borrower present and future and not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts,

1 15 by way of fixed charge, all the goodwill and uncalled capital for the time being of the Borrower,

1 16 by way of fixed charge, all stocks, shares and other securities held by the Borrower from time to time in any Subsidiary and all income and rights derived from or attaching to them,

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1 17 by way of fixed charge, all stocks shares and other securities of the Borrower present and future and all income and rights derived from or attaching to them,

1 18 by way of fixed charge, the benefit of any currency or interest rate swap cap or collar or other hedging agreement or any futures transaction or treasury instrument present and future, and

1 19 by way of floating charge, all the undertaking and all property assets and rights of the Borrower present and future not subject to a fixed charge under the Debenture

DEFINITIONS

Book Debts means

(a) all book and other debts (including, without limitation, any sums whatsoever owed by banks or similar institutions), both present and future, due, owing to or which may become due, owing to or purchased or otherwise acquired by the Borrower and which are, in each case, notified by the Lender to the Borrower as constituting "Book Debts" for the purposes of the Debenture, and

(b) the benefit of all rights whatsoever relating to the debts referred to above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation or proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets whatsoever in respect of the same),

Book Debts Account means such account or accounts which the Lender may from time to time specify in writing for the purpose of receiving payments of the Book Debts,

Charged Property means the whole or any part of the property, assets, income and undertaking of the Borrower from time to time mortgaged, charged or assigned to the Lender under the Debenture,

Intellectual Property means

(a) all subsisting patents and subsisting rights of a similar nature of the Borrower present and future held in any part of the world, applications for patents and such rights, divisions and continuations of such applications for patents and the right to apply for any applications in any part of the world (in each case for their full period and all extensions and renewals of them),

(b) all domain name registrations of the Borrower present and future and all applications for them and the right to apply for any of them in any

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Please give the short particulars of the property mortgaged or charged

Short particulars

part of the world,

(c) all registered trademarks of the Borrower present and future and all applications for them and the right to apply for any of them in any part of the world and all unregistered trademarks of the Borrower present and future,

(d) all service marks of the Borrower present and future,

(e) all registered designs of the Borrower present and future and all applications for them and the right to apply for any of them in any part of the world,

(f) all inventions, utility models, confidential information, business names, trade names, brand names, copyright and rights in the nature of copyright, design rights and get-up and any similar rights existing in any country (including without limitation rights in computer software) of the Borrower present and future,

(g) all the body of knowledge, technical experience, expertise and skills, technical processors, secret processors, formulae and technical information held by the Borrower from time to time and relating to its business, which is not in the public domain, and

(h) the benefit (subject to the burden) of any and all present and future agreements, arrangement and licenses in connection with those assets detailed in paragraphs (a) to (g) above inclusive,

Rights means all the Borrower's rights, title and interest from time to time in any lease, licence or occupational right (or an agreement for any of them) together with all the Borrower's rights, title and interest from time to time in any renewal of, replacement of or variation to any lease, licence or occupational right (or an agreement for any of them),

Security Interest means any mortgage, charge, assignment, pledge, lien, right of set off, hypothecation, encumbrance, priority or other security interest (whether fixed or floating) including, without limitation, any 'hold-back' or 'flawed asset' arrangement together with any preferential right, retention of title, deferred purchase, leasing, sale or purchase, sale and leaseback, arrangement, trust, agreement, declaration of trust, trust arising by operation of law, any option or agreement for any of the same or any arrangement which has substantially the same commercial or substantive effect as the creation of security, and

Subsidiary means a subsidiary within the meaning of section 1159 of the Companies Act 2006

NOTES

1 The Debenture contains a negative pledge pursuant to which the

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Borrower undertakes that it shall not without the prior written consent of the Lender

(a) create, purport to create or allow to subsist any Security Interest over the whole or any part of the Charged Property other than in favour of the Lender, or

(b) without prejudice to clause 4.3 of the Debenture (as detailed in paragraph (C) below), sell, lease or otherwise dispose of the whole or any part of the Charged Property except in the ordinary course of its trade in respect of that part of the Charged Property which is subject only to an uncrystallised floating charge in favour of the Lender, or

(c) sell, assign, factor or discount any of the Book Debts or any future revenues or income.

2 The Lender may by written notice to the Borrower convert the floating charge into a fixed charge as regards such Charged Property as the Lender may specify (whether generally or specifically) in that notice

3 The Debenture contains a power of attorney

4 The Debenture confers upon the Lender the power to appoint an administrator and/or a receiver.

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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

None

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 866)

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 870). 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 *Walker Morris* X

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 Ben Roden (PMC/BKR/TFI 4-1)

Company name Walker Morris Solicitors

Address Kings Court

12 King Street

Post town Leeds

County/Region

Postcode L S 1 2 H L

Country

DX DX 12051 Leeds 24

Telephone 0113 2832500



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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5041905
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 29
DECEMBER 2010 AND CREATED BY FORTRESS GROUP (UK)
LTD FOR SECURING ALL MONIES DUE OR TO BECOME DUE
FROM THE COMPANY TO THINK FINANCE, INC. 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 5 JANUARY
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 JANUARY 2011

Dx



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES