

MG01

Particulars of a mortgage or charge



227679-156

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

WEDNESDAY



AGCEXU18

A08

11/05/2011

69

COMPANIES HOUSE

1 Company details

Company number 0 4 4 9 8 9 2 1

Company name in full Otter Risk Solutions Limited (the **Chargor**)

3 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 2 7 0 4 2 0 1 1

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 An English law security document dated 27 April 2011 between, amongst
others, the Chargor and Guggenheim Corporate Funding, LLC (the
Administrative Agent) (the **Deed**)

4 Amount secured

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

Amount secured All present and future moneys, debts and
liabilities due, owing or incurred by the Chargor
to any Secured Party (as defined below) or in
connection with any Secured Document (as defined
below) (in each case, whether alone or jointly, or
jointly and severally, with any other person,
whether actually or contingently and whether as
principal, surety or otherwise) (the **Liabilities**)

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)

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 Guggenheim Corporate Funding, LLC

Address 135 East 57th Street

6th Floor, New York, United States of America

Postcode N Y 1 0 0 2 2

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 Please see continuation pages

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 Nil

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 *Alan + Derry LLP* 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 LLSC 0045717-0000007

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone 0203 088 1839



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>1. FIXED CHARGES</p> <p>The Chargor, with full title guarantee and as security for the payment of all Liabilities (whether of that or any other chargor under the Deed), charges in favour of the Administrative Agent (as trustee for the Lenders)</p> <p>(a) by way of first fixed equitable charge, all Real Property acquired by it in the future, and</p> <p>(b) by way of first fixed charge, all its present and future</p> <p>(i) Book Debts,</p> <p>(ii) Bank Accounts,</p> <p>(iii) Investments,</p> <p>(iv) uncalled capital and goodwill,</p> <p>(v) Intellectual Property,</p> <p>(vi) beneficial interests in any pension fund,</p> <p>(vii) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits, and</p> <p>(viii) rights in and under the Loan Note</p> <p>2. FLOATING CHARGE</p> <p>2.1 Creation</p> <p>The Chargor, with full title guarantee and as security for the payment of all Liabilities (whether of that or any other chargor under the Deed), charges in favour of the Administrative Agent (as trustee for the Lenders) by way of first floating charge its undertaking and all its assets (other than any leasehold property and any Excluded Property), both present and future (including assets expressed to be charged by Clause 3 (Fixed charges) of the Deed or assigned by Clause 5 (Assignment) of the Deed)</p> <p>2.2 Qualifying Floating Charge</p> <p>(a) The floating Charge created by the Chargor pursuant to Clause 4 1 (Creation) of the Deed is a "qualifying floating charge" for the purposes of paragraph 14 2(a) of Schedule B1 to the Insolvency Act</p> <p style="text-align: center;">1</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

- (b) Paragraph 14 of Schedule B1 to the Insolvency Act shall apply to the Deed and the Administrative Agent may appoint an Administrator of the Chargor pursuant to that paragraph

2.3 Ranking

The floating Charge created by the Chargor ranks

- (a) behind all the fixed Charges created by the Chargor, but
- (b) in priority to any other Security Interests over the Charged Assets of the Chargor except for Security Interests ranking in priority in accordance with paragraph (f) of Schedule 2 (Rights of Receivers) of the Deed

2.4 Conversion by notice

The Administrative Agent may convert the floating Charge over all or any of the Charged Assets into a fixed Charge by notice to the Chargor specifying the relevant Charged Assets (either generally or specifically)

- (a) if it considers, acting reasonably, it necessary to do so in order to protect or preserve the Charges over those Charged Assets and/or the priority of those Charges, and/or
- (b) while an Enforcement Event is continuing

2.5 Automatic conversion

If

- (a) the Chargor takes any step to create any Security Interests in breach of Clause 6.1 (Security) of the Deed over any of the Charged Assets not subject to a fixed Charge, or
- (b) any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets,

the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge

3. ASSIGNMENT

- (a) The Chargor, with full title guarantee, hereby assigns absolutely to the Administrative Agent (as trustee for the Lenders) all its present and future right, title and interest in and to the Assigned Contracts, including all moneys

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

payable to the Chargor, and any claims, awards and judgments in favour of, receivable or received by the Chargor, under or in connection with or pursuant to the Assigned Contracts provided that on satisfaction of Clause 23 1 (Final Redemption) of the Deed the Administrative Agent will at the request and cost of the Chargor re-assign the relevant rights, title and interest in the Assigned Contracts to the Chargor (or as it shall direct)

- (b) Until the occurrence of a Declared Default, but subject to Clause 12 (Assigned Contracts) of Deed the Chargor may continue to deal with the counterparty to the relevant Assigned Contracts

4. RESTRICTIONS

4.1 Security

The Chargor shall not create or permit to subsist any Security Interests over any Charged Asset, nor do anything else prohibited by Clause 8 13 (Negative pledge) of the Facility Agreement, except as permitted by that Clause

4.2 Disposal

The Chargor shall not (nor shall the Chargor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Charged Asset except as permitted by Clause 8 14 (Disposals) of the Facility Agreement

5. BOOK DEBTS

5.1 Restrictions on dealing with Book Debts

Without prejudice and in addition to Clauses 6 1 (Security), 6 2 (Disposal) and 6 3 (Further assurance) of the Deed

- (a) except for the Charges, the Chargor shall not create or permit to subsist any Security Interests over, nor do anything else prohibited by Clause 8 13 (Negative pledge) of the Facility Agreement in respect of, all or any part of any of its Book Debts, and
- (b) except as required by Clause 6 3 (Further assurance) of the Deed and as permitted under the Facility Agreement, the Chargor shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, factor, transfer or otherwise dispose of all or any part of any of its Book Debts

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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6. BANK ACCOUNTS

6.1 Restrictions on dealing with Bank Accounts

Without prejudice and in addition to Clauses 6.1 (Security), 6.2 (Disposal) and 6.3 (Further assurance) of the Deed

- (a) except for the Charges, the Chargor shall not create or have outstanding any Security Interests over, nor do anything else prohibited by Clause 8.13 (Negative pledge) of the Facility Agreement in respect of, all or any part of any of its Bank Accounts, and
- (b) except as required by Clause 6.3 (Further assurance) of the Deed and as permitted under the Facility Agreement, the Chargor shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to transfer, assign or otherwise dispose of all or any part of any of its Bank Accounts

In this Form MG01

1st Exchange means 1st Software Holdings Limited incorporated in England and Wales with registered company number 6836280 and which is a joint venture between from time to time Vertex Data Science Limited (and subsequently VTX Holdings Limited), Lloyds TSB Development Capital Limited, OBS Co-Investment Plan 2003 (or their respective affiliates) and others,

1st Exchange Loan Note means the loan note issued by 1st Exchange to Vertex Data Science Limited on 25 August 2009 with an aggregate principal amount of £39,778,690 on the date of its issuance and a coupon of 10% per annum (including cash pay coupon of 5% per annum)

Administrator means an administrator appointed under Schedule B1 to the Insolvency Act 1986

Assigned Contracts means the loan note issued by 1st Exchange to Vertex Data Science Limited on 25 August 2009 with an aggregate principal amount of £39,778,690 on the date of its issuance and a coupon of 10% per annum (including cash pay coupon of 5% per annum), in favour of Vertex Data Science Limited

Australian Deed of Charge and Share Mortgage means the Australian deed of charge and share mortgage executed and delivered on 27 April 2011 by each Loan Party incorporated in Australia and Vertex Data Science Limited in favour of the Administrative Agent

BACS Counterparty means a Member of the Group which has entered into the BACS Facility

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

BACS Documents means the documents entered into between a BACS Counterparty and a BACS Provider in respect of a BACS Facility

BACS Facility means a Bankers Automated Clearing Services facility made available by a BACS Provider to a BACS Counterparty on terms to which the Administrative Agent (acting reasonably) has given its prior consent

BACS Provider means a financial institution providing a BACS Facility, as consented to by the Borrowers and Administrative Agent (acting reasonably)

Bank Accounts means all current, deposit or other accounts of the Chargor with any bank or financial institution in which it now or in the future has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of or accrued or accruing on those accounts, but excluding any Excluded Property

Book Debts of the Chargor means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), now or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security Interests, guarantees and indemnities of any kind

Borrowers means, collectively, the Term Loan Borrower and the Revolving Loan Borrower

Canadian Guarantee means the Canadian form of guarantee executed and delivered by the Borrowers and each Canadian Guarantor on 27 April 2011

Canadian Guarantor means Vertex Canada Holdings Ltd, Vertex Canada Holdings II Ltd, Vertex Customer Management (Canada) Limited, Vertex Data L P, and Enlogix Inc

Canadian Pledge and Security Agreement means the pledge and security agreement executed and delivered by each of the Borrowers and the other Canadian Loan Parties on 27 April 2011 in favour of the Administrative Agent

Charged Assets means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets, but excluding any Excluded Property

Charges means all or any of the Security Interests created or expressed to be created by or pursuant to the Deed

Collateral Documents means the New York Security Agreement, the New York Pledge Agreement, the Canadian Pledge and Security Agreement, the Deed, the English Security Agreement, the Australian Deed of Charge and Share Mortgage, the Control Agreements, any Mortgage and all other instruments or documents delivered by any Loan Party pursuant to the Facility Agreement or any of the other Loan Documents in order to grant to the Administrative Agent, on behalf of the Lenders, a Lien on any real, personal or mixed property of that Loan Party as security for the Obligations, including in accordance with

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

subsection 8 21 of the Facility Agreement, in each such case in form and substance satisfactory to the Administrative Agent

Control Agreement means an agreement, satisfactory in form and substance to the Administrative Agent and executed by the financial institution or securities intermediary at which a Deposit Account or a Securities Account, as the case may be, is maintained, pursuant to which such financial institution or securities intermediary confirms and acknowledges the Administrative Agent's security interest in such account, and agrees that the financial institution or securities intermediary, as the case may be, will comply with instructions originated by the Administrative Agent as to disposition of funds or securities in such account, without further consent by the Borrowers or any other Loan Party

Declared Default means an Event of Default which has resulted in the Administrative Agent issuing a notice to the Borrowers under Clause 9 20 (Acceleration) of the Facility Agreement

Deposit Account means a demand, time, savings, passbook or similar account maintained with a Person engaged in the business of banking, including a savings bank, savings and loan association, credit union or trust company

Enforcement Event means the occurrence of a Declared Default

English Security Agreement means the Security Agreement executed and delivered on 27 April 2011 by VTX Subco Limited in favour of the Administrative Agent consisting of a share charge on the shares of the Parent held by VTX Subco Limited

Event of Default means each of the events set forth in section 9 of the Facility Agreement

Excluded Property means

- (a) the bank account held by Jessop Fund Managers Limited with Lloyds TSB Bank plc with account number 00101309 and sort code 30-00-02,
- (b) the bank account held by Jessop Fund Managers Limited with Lloyds TSB Bank plc with account number 00102305 and sort code 30-00-02,
- (c) the bank account held by Jessop Fund Managers Limited with Lloyds TSB Bank plc with account number 001033234 and sort code 30-00-02, and
- (d) the bank account held by Jessop Fund Managers Limited with Lloyds TSB Bank plc with account number 001028788 and sort code 30-00-02

Facility Agreement means the facility agreement dated 31 March 2011 and made between, amongst others, the Chargor and the Administrative Agent

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>Fee Letter means (i) the fee letter dated on or about the date of the Facility Agreement between the Borrowers and the Administrative Agent, and (ii) any other fee letters agreed from time to time between the Borrowers and the Lenders</p> <p>Fixtures means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus</p> <p>Government Authority means the government of the United States or Canada or any other nation, or any state, provincial, territorial, regional or local political subdivision or department thereof, and any other governmental or regulatory agency, authority, body, commission, central bank, board, bureau, minister, commission, tribunal, organ, court, instrumentality or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, in each case whether federal, state, provincial, territorial, local or foreign (including supra-national bodies such as the European Union or the European Central Bank)</p> <p>Guaranty means collectively, the US Guaranty and the Canadian Guarantee</p> <p>Insolvency Act means the Insolvency Act 1986</p> <p>Insurances of the Chargor means all contracts and policies of insurance of any kind now or in the future taken out by or on behalf of it or (to the extent of its interest) in which it now or in the future has an interest</p> <p>Intellectual Property of the Chargor means all trade marks, service marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, topography rights, database rights, rights in confidential information and know-how, and any associated or similar rights anywhere in the world, which it now or in the future owns or (to the extent of its interest) in which it now or in the future has an interest (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same)</p> <p>Intercreditor Agreement means the intercreditor agreement dated 27 April 2011 and made between, amongst others, the Chargor and the Administrative Agent</p> <p>Investments of the Chargor means</p> <ul style="list-style-type: none"> (a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit), (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments, 	

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

(c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person), and

(d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from investments or such rights,

in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest

Joint Venture means any joint venture entity, whether a company, unincorporated firm, undertaking, joint venture, association, partnership or any other entity

Lenders means Midland National Life Insurance Company, North America Company for Life and Health Insurance, Wilshire Institutional Master Fund SPC, Security Benefit Life Company, Guggenheim Life and Annuity Company and NZC Guggenheim Fund LLC, together with their successors and permitted assigns pursuant to subsection 11.1 of the Facility Agreement

Lien means any lien, mortgage, hypothec, pledge, assignment, security interest, charge or encumbrance of any kind (including any conditional sale or other title retention agreement, any lease in the nature thereof, and any agreement to give any security interest) and any option, trust or other preferential arrangement having the practical effect of any of the foregoing

Loan or Loans means one or more of the loans made by the Lenders to the Borrowers pursuant to the terms of the Facility Agreement

Loan Documents means the Facility Agreement, the Notes (if any), the Guaranty, the Intercreditor Agreement, any Fee Letter and the Collateral Documents

Loan Note means the loan note issued by 1st Exchange to Vertex Data Science Limited on 25 August 2009 with an aggregate principal amount of £39,778,690 on the date of its issuance and a coupon of 10% per annum (including cash pay coupon of 5% per annum), in favour of Vertex Data Science Limited

Loan Party means each Borrower, any other Member of the Group or VTX Subco Limited, who from time to time execute a Loan Document and Loan Parties means all such Persons collectively

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

Member of the Group means any direct or indirect Subsidiary of the Parent and in the case of any partnership shall also mean the general partner of such partnership in its capacity as general partner for and on behalf of such partnership

Mortgage means a security instrument (whether designated as a deed of trust or a mortgage or by any similar title) executed and delivered by any Loan Party pursuant to subsection 8.21 of the Facility Agreement, in form and substance satisfactory to the Administrative Agent

New York Pledge Agreement means the pledge agreement executed and delivered on 27 April 2011 by each Loan Party organised in the United States in favor of the Administrative Agent

New York Security Agreement means the security agreement executed and delivered on 27 April 2011 by each Loan Party organised in the United States in favour of the Administrative Agent

Notes means one or more of the Term Notes or the Revolving Notes or any combination thereof

Obligations means all obligations of every nature of each Loan Party from time to time owed to the Administrative Agent, the Lenders or any of them under the Loan Documents, whether for principal, interest, fees, expenses, indemnification or otherwise

Original Guarantor means each Member of the Group who is a party to the Guaranty executed and delivered on 27 April 2011

Parent means Vertex Group Limited

Person means and includes natural persons, corporations, limited partnerships, general partnerships, limited liability companies, limited liability partnerships, joint stock companies, Joint Ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts or other organizations, whether or not legal entities, and Government Authorities

Real Property means any freehold property in England and Wales with a market value of US\$2,000,000 or greater and any other freehold real property anywhere in the world with a market value of US\$2,000,000 or greater (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon) For the avoidance of doubt, this will not include any leasehold property

Receiver means a receiver and manager or other receiver appointed in respect of the Charged Assets and shall, if allowed by law, include an administrative receiver

Revolving Lender means a Lender that has a Revolving Loan Commitment and/or that has an outstanding Revolving Loan

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

Revolving Loan Borrower means Vertex Group Limited

Revolving Loan Commitment means the commitment of a Revolving Lender to make Revolving Loans pursuant to subsection 2 1A(11) of the Facility Agreement, and Revolving Loan Commitments means such commitments of all Revolving Lenders in the aggregate

Revolving Loans means the Loans made by the Revolving Lenders to the Revolving Loan Borrower pursuant to subsection 2 1A(11) (Revolving Loans) of the Facility Agreement

Revolving Notes means any promissory notes of the Revolving Loan Borrower issued pursuant to subsection 2 1E of the Facility Agreement to evidence the Revolving Loans of any Revolving Lenders, substantially in the form of Exhibit IV annexed to the Facility Agreement

Secured Document means any Loan Document or BACS Document

Secured Party means the Administrative Agent, the Lenders and a BACS Provider up to an amount in aggregate not exceeding £5,000,000 (or its equivalent in another currency or currencies)

Securities Account means an account to which a financial asset is or may be credited in accordance with an agreement under which the Person maintaining the account undertakes to treat the Person for whom the account is maintained as entitled to exercise the rights that comprise the financial asset

Security Interest means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect

Subsidiary means, in relation to any company, corporation or other legal entity (a "**holding company**"), a company, corporation or other legal entity

- (a) which is controlled, directly or indirectly, by the holding company,
- (b) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the holding company, or
- (c) which is a subsidiary of another Subsidiary of the holding company,
- (d) and, for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to determine the composition of the majority of its board of directors or equivalent body

Term Loan means the Loan made by the Lenders to the Term Loan Borrower pursuant to subsection 2 1A(1) (Term Loan) of the Facility Agreement

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

Term Loan Borrower means Vertex Canada Holdings II Limited

Term Notes means any promissory notes of the Term Loan Borrower issued pursuant to subsection 2 1E of the Facility Agreement to evidence the Term Loan of any Lenders, substantially in the form of Exhibit III annexed to the Facility Agreement

US Guaranty means the guaranty agreement executed and delivered by each Original Guarantor on 27 April 2011



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4498921
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ENGLISH LAW SECURITY
DOCUMENT DATED 27 APRIL 2011 AND CREATED BY OTTER
RISK SOLUTIONS 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 11
MAY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 MAY 2011

p



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES