

**M**

CHFP041

## COMPANIES FORM No. 395

## Particulars of a mortgage or charge

**395**

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Please do not  
write in  
this margin

Please complete  
legibly, preferably  
in black type or  
bold block  
lettering

\* Insert full name  
of company

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use Company number

12

02011009

Name of company

\*IPGL Limited (the *Chargor*)

Date of creation of the charge

07/10/2008

Description of the instrument (if any) creating or evidencing the charge (note 2)

Share Charge (as defined in Continuation Sheet 1)

Amount secured by the mortgage or charge

Capitalised terms not defined herein have the meaning given in Continuation Sheets 1 and 2

The Chargor, as primary obligor and not merely as surety, covenants with the Security Agent that it will pay or discharge on demand the Secured Liabilities on the date(s) on which Secured Liabilities are expressed to become due and in the manner provided for in the relevant Finance Document

Names and addresses of the mortgagees or persons entitled to the charge

HSBC Bank plc, 8 Canada Square, London for itself and as agent and trustee for each of the Secured Creditors (the *Security Agent*)

Postcode E14 5HQ

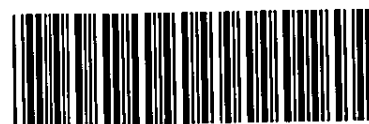
Presenter's name, address and  
reference (if any)

FRESHFIELDS BRUCKHAUS  
DERINGER LLP  
65 FLEET STREET, LONDON  
ENGLAND  
UNITED KINGDOM EC4Y 1HS  
DX 23 LONDON/CHANCERY LANE  
MJA/AXR/ME

Time critical reference

For official use (02/2006)  
Mortgage Section

Post room



LD5

20/10/2008

119

5/1

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Capitalised terms not defined herein have the meaning given in Continuation Sheets 1 and 2.

The Chargor charges and agrees to charge by way of first charge all Shares belonging to it on the date of the Share Charge

The Chargor charges and agrees to charge by way of first fixed charge all its rights, title and interest from time to time in and to the Shares (to the extent not subject of a mortgage under the Initial Charge over Shares)

The Share Charge contains a negative pledge.

Please do not  
write in  
this margin

Please complete  
legibly, preferably  
in black type or  
bold block  
lettering

A fee is  
payable to  
Companies House  
in respect of each  
register entry for a  
mortgage or  
charge  
(See Note 5)

† Delete as  
appropriate

Particulars as to commission allowance or discount (note 3)

Signed Frederick's Bricklayers Limited

Date 20 October 2008

On behalf of ~~company~~ [mortgagee/chargee] †

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders are to be made payable to **Companies House**
- 6 The address of the Registrar of Companies is - Companies House, Crown Way, Cardiff CF4 3UZ

Continuation Sheet 1

**Banks** means HSBC Bank plc and Barclays Bank plc.

**Chargor** means IPGL Limited, a company incorporated in England and Wales, with registered number 02011009 and having its registered office at c/o City Index Moorgate, Moorgate Hall, 155 Moorgate, London, EC2M 6XB

**Discharge Date** means the date on which the Secured Liabilities have been irrevocably and unconditionally discharged in full.

**Enforcement Event** means an Event of Default (as defined in the Facility Agreement) which is continuing

**Facility Agreement** means the facility agreement dated 6 October 2008 entered into between, amongst others, the Chargor and the Security Agent

**Finance Documents** means the Facility Agreement, the Principles, any existing security documents or guarantees entered into in connection with or contemplated by the Facility Agreement or Principles, including any other document designated as a Finance Document by the Chargor and the Security Agent

**Initial Charge Over Shares** means the first charge of all Shares belonging to the Chargor on the date of the Share Charge

**Principles** means the principles of support agreement dated 6 October 2008 and entered into, between amongst others, the Chargor, the Security Agent and the Banks

**Receiver** means a receiver and a manager or other receiver appointed under the Share Charge in respect of the Security Assets and shall, if allowed by law, include an administrative receiver.

**Shares** means those shares listed in Continuation Sheet 3 whether held directly by or to the order of the Chargor or by any trustee, fiduciary or clearance system on its behalf, as well as any and all shares obtained by the Chargor following the date of execution of the Share Charge

**Share Charge** means the Share Charge made on 7 October 2008 between IPGL Limited (the **Chargor**) and HSBC Bank plc (the **Security Agent**)

**Secured Creditors** means the Banks and Security Agent.

**Secured Liabilities** means any and all present and future sums, liabilities and obligations (actual or contingent and whether incurred solely or jointly with any other person and whether as principal or surety) owing, payable or incurred by any obligor to any Secured Creditor in any currency under the Finance Documents

**Security** means any Security Interest created under or pursuant to the Share Charge

**Security Assets** means all the assets and undertaking of the Chargor from time to time mortgaged or charged (or expressed to be mortgaged or charged) pursuant to the Share Charge

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**Continuation Sheet 2**

**Security Interest** means any mortgage, charge, pledge, lien, assignment or other security interest or any other agreement, trust or arrangement (including a right of set off combination) having a similar effect.

**Continuation Sheet 3****Shares**

<b>Issuer</b>	<b>Type</b>	<b>Number</b>
IPGL Ventures Limited	Ordinary shares of £1 each	1
Intercapital Debt Trading Limited	Ordinary shares of £1 each	54,500
European Derivative Clearing House Limited	Ordinary shares of £1 each	100,000
IPGL Property Funds Limited	Ordinary shares of 50p each	400,000
Cyprotex plc	Ordinary shares of 1p each	27,024,465
Axis Intermodal plc	Ordinary shares of 5p each	7,377,622
Spark Ventures plc	Ordinary shares of 25p each	9,470,000
Probability plc	Ordinary shares of £1 each	4,657,028
Digital Marketing Group plc	Ordinary shares of 50p each	475,877
Valirx Limited	Ordinary shares of 6p each	1463
Numis Corporation plc	Ordinary shares of 5p each	972,689
Dawnay Day Sirius Limited	Ordinary shares of no par value	3,000,000
Dawnay, DayCarpathian plc	Ordinary shares of 1p each	9,325,000
Dawnay Day Treveria plc	Ordinary shares of 1p each	3,498,962
NYSE Euronext	Shares of Common Stock	113,105



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

**Pursuant to section 401(2) of the Companies Act 1985**

**COMPANY NO. 2011009  
CHARGE NO. 12**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SHARE CHARGE DATED 7  
OCTOBER 2008 AND CREATED BY IPGL LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO HSBC BANK PLC (THE SECURITY AGENT)  
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT  
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED  
PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT  
1985 ON THE 20 OCTOBER 2008**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 OCTOBER  
2008**

*DX  
02*



*Companies House*  
— for the record —



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