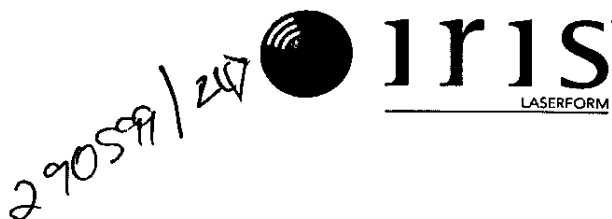


# MG01

## 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 for  
a company. To do this, please use  
form MG01s

TUESDAY



A15

\*A11Q7TKP\*

31/01/2012

#168

COMPANIES HOUSE

1

### Company details

Company number ☒ 0 ☐ 3 ☐ 3 ☐ 4 ☐ 6 ☐ 7 ☐ 6 ☐ 8

Company name in full ☒ 5 STAR COMPUTER SYSTEMS LIMITED (the "Chargor")

#### → Filing 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  d1  d9  m0  m1  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

FIXED AND FLOATING SECURITY DOCUMENT (the "Deed")

4

### Amount secured

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

Amount secured

All present and future obligations and liabilities  
(whether actual or contingent and whether owed  
jointly or severally or alone or in any other  
capacity whatsoever) of each present or future  
member of the Group to the Security Agent and/or  
other Secured Parties (or any of them) under or  
pursuant to any Finance Document (including all  
monies covenanted to be paid under the Deed)  
("Secured Obligations")

#### 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	<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED	
Address	LEVEL 24, 8 CANADA SQUARE	
	LONDON	
Postcode	E 1 4 5 H Q	
Name		
Address		
Postcode		

**6 Short particulars of all the property mortgaged or charged**

	Please give the short particulars of the property mortgaged or charged	<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	<p><b>1. FIXED CHARGES</b></p> <p>The Chargor, with full title guarantee and as continuing security for the payment of all Secured Obligations (whether of the Chargor or any other Chargor), charged in favour of the Security Agent.</p> <p>(a) by way of first legal mortgage, all Real Property in England and Wales described in Schedule 2 hereto (Real Property);</p> <p>(b) by way of first fixed charge, all other Real Property as at 19 January 2012 belonging to it (not charged pursuant to Clause 3(a) of the Deed) and all Real Property acquired by it in the future; and</p> <p>(c) by way of first fixed charge all its present and future</p> <p>(1) Book Debts as at 19 January 2012 or in the future due, owing or payable to it, excluding those arising on fluctuating accounts with other members of the Group except to the extent that such assets are, for the time being, effectively assigned by way of security pursuant to Clause 6 (Assignments) of the Deed,</p> <p>(11) Bank Accounts;</p> <p>(111) Investments which are as at 19 January 2012 its property, including all proceeds of sale derived from them (including the Subsidiary Shares described in Schedule 3 hereto (Subsidiary Shares)),</p> <p>(1v) Investments in which the Chargor may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them;</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

N/A

### 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 DLA Piper UK 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 Denise Phillips

Company name DLA Piper UK LLP

Address 3 Noble Street

London

Post town

County/Region

Postcode

E

C

2

V

7

E

E

Country

DX DX: 33866 Finsbury Square

Telephone 0207 796 6302



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://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

(v) Derivative Rights of a capital or income nature as at 19 January 2012 or in the future accruing or offered in respect of its Investments,

(v1) its uncalled capital and goodwill;

(v11) Intellectual Property,

(v111) plant and machinery as at 19 January 2012 or in the future attached to any Real Property (except that mortgaged or charged by paragraph (a) or (b) of Clause 3 of the Deed);

(1x) all computers, vehicles, office equipment and other equipment and the benefit of all contracts, licences and warranties relating to the same;

(x) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits as at 19 January 2012 or in the future held by or otherwise benefiting it, except to the extent that such assets are, for the time being, effectively assigned by way of security pursuant to Clause 6 (Assignments) of the Deed;

(x1) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any asset comprised within a fixed Charge;

(x11) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of the Chargor or the use of any of its assets,

(x111) rights, money or property accruing or payable to it as at 19 January 2012 or in the future under or by virtue of an asset referred to in paragraphs (1) to (x1) (inclusive) above; and

(xiv) to the extent that any Charged Assets are not effectively assigned under Clause 6 (Assignments) of the Deed, such Charged Assets

#### 2. FLOATING CHARGE

##### 2.1 Creation

The Chargor with full title guarantee and as security for the payment or discharge of all Secured Obligations (whether of the Chargor or any other Chargor), charged and agreed to charge in favour of the Security Agent by way of first floating charge its undertaking and all its assets, both present and future except to the extent that such assets are for the time being effectively assigned by way of security by virtue of Clause 6 (Assignments) of the Deed or effectively charged by any fixed Charge contained in Clause 3 (Fixed charges) of the Deed and including any assets comprised within a Charge which is reconverted under Clause 5.6 (Reconversion of floating charge) of the Deed

##### 2.2 Qualifying Floating Charge

## 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

(a) The floating Charge created by the Chargor pursuant to Clause 5.1 of the Deed (Creation) is a "qualifying floating charge" for the purposes of paragraph 14.2(a) of Schedule B1 to the Insolvency Act.

(b) Paragraph 14 of Schedule B1 to the Insolvency Act shall apply to the Deed and upon the occurrence of a Declared Default the Security Agent may appoint an Administrator of the Chargor pursuant to that paragraph.

#### 2.3 Conversion by notice

(a) The Security Agent may automatically convert the floating Charge over any or (in the case of paragraph (11) below) all of the Charged Assets into a fixed Charge by giving notice to the Chargor specifying the relevant Charged Assets (either generally or specifically) if:

(1) in the opinion of the Security Agent, it has reasonable grounds for considering those assets to be in jeopardy (due to a risk of being seized or sold pursuant to any distress, attachment, execution, sequestration or other analogous legal process); and/or

(11) an Event of Default has occurred or is continuing

(b) The giving of a notice by the Security Agent pursuant to paragraph (a) above in relation to any relevant Charged Assets shall not be construed as a waiver or abandonment of the rights of the Security Agent to serve similar notices in respect of any other Charged Assets or of any other right of the Security Agent and/or the Secured Parties

#### 2.4 Automatic conversion

The floating charge created under the Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge:

(a) in relation to any Charged Asset which is subject to a floating charge if:

(1) the Chargor creates (or attempts to create) any Security (other than a Permitted Security) on or over the relevant Charged Asset without the prior written consent of the Security Agent, or

(11) any third party levies or attempts to levy any distress, execution, attachment or other similar legal process against any such Charged Asset except where such attempt is frivolous or vexatious and is discharged within 15 Business Days; and

(b) over all Charged Assets of the Chargor which are subject to a floating charge if an administrator is appointed in respect of the Chargor or the Security Agent receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986)

# 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

#### 2.5 Non-Conversion

The floating charge created by the Chargor in Clause 5.1 (Creation) of the Deed may not be converted into a fixed charge on assets for which a moratorium is in force if and for so long as such conversion would breach paragraph 13 in Schedule A1 of the Insolvency Act 1986

#### 2 6 Reconversion of floating charge

Any floating Charge that has been converted under Clause 5 3 (Conversion by notice) of the Deed or Clause 5 4 (Automatic Conversion) of the Deed may, by notice in writing given at any time by the Security Agent to the Chargor, be reconverted into a floating Charge in relation to the Charged Assets or class of Charged Assets specified in such notice

#### 2 7 Third Party Consents

Where the Chargor has charged under clause 5 (Floating Charge) of the Deed any Intellectual Property or leasehold property in which the Chargor has an interest under any licence or other agreement which either precludes absolutely or conditionally (including requiring the consent of any third party) the Chargor from creating any charge over its interest in that Intellectual Property or leasehold property, (each a "Consent Asset") or with respect to such Consent Asset a third party whose consent is required under the terms of that licence or other agreement to the creation by the Chargor of the floating charge over such Consent Asset notifies the Chargor of the resultant breach of that licence or other agreement then, having first used all reasonable endeavours to obtain the relevant consent or waiver of prohibition or condition from such third party, the Chargor shall promptly notify the Security Agent of such notification and if the Security Agent, following consultation with the Chargor, determines that there is a reasonable likelihood of the Chargor's interest in that Consent Asset being terminated or forfeited or otherwise curtailed or the Chargor being otherwise prejudiced by action taken by such third party by virtue of the continued subsistence of the floating charge over such Consent Asset, it shall, acting in its absolute discretion, execute such documents as are requested by the Chargor to release such Consent Asset from the floating charge created by clause 5 (Floating Charge) of the Deed.

#### 2 8 Scottish property

Clause 5 4 (Automatic conversion) of the Deed will not apply to any assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to section 72 of the Insolvency Act 1986 by reason of such automatic conversion

### 3 ASSIGNMENTS

#### 3.1 Assignments

(a) The Chargor assigned and agreed to assign absolutely with full title

# 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>guarantee (subject to a provision for reassignment on redemption) all of its present and future right, title and interest in and to:</p> <p>(1) the Assigned Contracts, all rights and remedies in connection with the Assigned Contracts and all proceeds and claims arising therefrom, and</p> <p>(11) all of its rights, title and interest from time to time in respect of the Insurances including those specified in Schedule 6 hereto (Insurances), if any, and all other Insurances</p> <p>(b) To the extent that any Assigned Asset is not assignable, the assignment which paragraph (a) above purports to effect shall operate as an assignment of all present and future rights and claims of the Chargor to any proceeds in relation to such Assigned Asset.</p> <p><b>3.2 Preservation of Assignment</b></p> <p>The Security Agent is not obliged to take any steps necessary to preserve any Assigned Asset, to enforce any term of the Assigned Contracts against any person or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to the Deed</p> <p><b>3 3 Dealings</b></p> <p>Notwithstanding the assignment created by Clause 6 of the Deed or the fixed charge created under clause 3(c)(x11) of the Deed, the Chargor shall, prior to the occurrence of a Declared Default, be entitled to deal with any Assigned Asset or any other asset falling under clause 3(c)(x11) of the Deed, in the ordinary course of its business (including, without limitation, continuing to deal with the counterparties to an Assigned Agreement), subject to the terms of the Finance Documents.</p> <p><b>4. RESTRICTIONS AND FURTHER ASSURANCE</b></p> <p><b>4.1 Security</b></p> <p>With the exception of Permitted Security, the Chargor shall not create or permit to subsist any Security or Quasi Security over any of its Charged Assets.</p> <p><b>4.2 Disposal</b></p> <p>With the exception of a Permitted 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.</p> <p><b>4.3 Further assurance</b></p> <p>The Chargor shall as soon as reasonably practicable, at its own expense,</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

do whatever the Security Agent reasonably requires (having regard to the Security Principles)

(1) to perfect or protect the Charges or the priority of the Charges; or

(11) to facilitate the realisation of the Charged Assets or the exercise of any rights vested in the Security Agent or any Receiver,

including executing any transfer, conveyance, charge, assignment or assurance of the Charged Assets (whether to the Security Agent or its nominees or otherwise), making any registration and giving any notice (provided that no notice shall be given other than in the circumstances set out in Clause 6.2 (Notice of Assignment) of the Deed), order or direction.

#### 5 REAL PROPERTY

##### 5.1 Compliance with obligations

The Chargor shall comply in all material respects with any covenants, stipulations, conditions, licences, consents and any other statutory, regulatory or contractual obligations relating to its Real Property or its use, including those requiring payment of sums in respect of its Real Property.

#### 6. BOOK DEBTS

##### 6.1 Restrictions on dealing with Book Debts

(a) The Security created over the Book Debts shall not and no provision of the Deed shall restrict or prohibit the Chargor from dealing in, selling, factoring, securing, transferring or disposing of all or any part of its Book Debt at its discretion prior to the occurrence of a Declared Default (for the avoidance of doubt, subject to the terms of the Finance Documents, the Chargor shall be permitted to withdraw all or any money from time to time standing to the credit of any Collection Account prior to the occurrence of a Declared Default).

(b) Upon the occurrence of a Declared Default, the Chargor may not withdraw all or any monies from time to time standing to the credit of any Bank Account except with the prior consent of the Security Agent

(c) Following the occurrence of a Declared Default, the Chargor shall promptly execute and/or deliver to the Security Agent such documents relating to such of its Book Debts and Bank Accounts as the Security Agent reasonably requires, including any notice to the relevant account holding bank or debtor

#### 7 ASSIGNED CONTRACTS

##### 7 1 Documents

## 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

The Chargor shall within 10 Business Days of the Deed deliver to the Security Agent certified copies of all Assigned Contracts as at 19 January 2012 in effect.

#### 7.2 Chargors still liable

The Chargor shall remain liable to perform all its obligations under each of the relevant Assigned Contracts. Neither the Security Agent nor any Receiver or Delegate shall be under any obligation or liability to the Chargor or any other person under or in respect of any Assigned Contract.

#### 7.3 No variation etc

The Chargor shall not:

(a) make or agree to make any material amendments to the Assigned Contracts, waive any of its material rights under the Assigned Contracts or exercise any right to terminate any of the Assigned Contracts, except with the prior consent of the Security Agent (acting reasonably); or

(b) waive any material breach by any counterparty or consent to any act or omission which would otherwise constitute such a material breach, or

(c) novate, transfer or assign any of its rights under any Assigned Contract.

provided that, the Chargor shall be entitled to deal with the Assigned Contracts in its absolute discretion but subject to the other terms of the Finance Documents prior to a Declared Default.

#### 7.4 Breach

The Chargor shall notify the Security Agent of any material breach of or material default under an Assigned Contract by it or any other party and any right of it or any other party arising to terminate or rescind an Assigned Contract as soon as reasonably practicable on becoming aware of the same.

#### 7.5 Performance of Obligations:

The Chargor shall perform all its material obligations under each Assigned Contract.

#### 8. INSURANCE

##### 8.1 Enforceability

The Chargor shall not do or omit to do or permit to be done or omitted anything which might render any such Insurance void, voidable or unenforceable.

# 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

#### 9 LIABILITY OF SECURITY AGENT, RECEIVERS AND DELEGATES

##### 9 1 Possession

If the Security Agent, any Receiver or any Delegate takes possession of the Charged Assets, it or he may at any time relinquish possession. Without prejudice to Clause 19.2 (Security Agent's liability) of the Deed, the Security Agent shall not be liable as a mortgagee in possession by reason of viewing or repairing any of the present or future assets of the Chargor

##### 9 2 Security Agent's liability

Neither the Security Agent nor any Receiver or Delegate shall (either by reason of taking possession of the Charged Assets or for any other reason and whether as mortgagee in possession or otherwise) be liable to the Chargor, any Secured Party or any other person for any costs, losses, liabilities or expenses relating to the realisation of any Charged Assets or from any act, default, omission or misconduct of the Security Agent, any Receiver, any Delegate or their respective officers, employees or agents in relation to the Charged Assets or in connection with the Finance Documents except to the extent caused by its or his own gross negligence or wilful misconduct.

#### 10. POWER OF ATTORNEY

##### 10 1 Appointment

The Chargor by way of security irrevocably appointed the Security Agent, every Receiver and every Delegate severally its attorney (with full power of substitution), on its behalf and in its name or otherwise, at such time and in such manner as the attorney thinks fit.

(a) to do anything which the Chargor is obliged to do (but has not done within 10 Business Days of being notified or becoming aware of that failure and being requested to comply unless the Chargor is disputing in good faith and by formal proceedings that it is not required to do the thing concerned) under the Deed (including to execute charges over, transfers, conveyances, assignments and assurances of, and other instruments, notices, orders and directions relating to, the Charged Assets); and

(b) to, while a Declared Default is continuing, exercise all or any of the rights conferred on the Security Agent, any Receiver or any Delegate in relation to the Charged Assets or under any Finance Document, the LPA or the Insolvency Act.

##### 10.2 Ratification

The Chargor ratifies and confirms and agrees to ratify and confirm

# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	Please give the short particulars of the property mortgaged or charged
	<p>whatever any such attorney shall do in the exercise or purported exercise of the power of attorney granted by it in Clause 16 1 (Appointment of receivers) of the Deed.</p> <p><b>10 3 Sums recoverable</b></p> <p>All sums properly expended by the Security Agent, a Receiver, Delegate or other attorney under Clause 20.3 of the Deed shall be recoverable from the Chargor under clause 20 (Costs and Expenses) of the Senior Facilities Agreement.</p> <p><b>11 SAVING PROVISIONS</b></p> <p><b>11.1 Continuing Security</b></p> <p>Subject to Clause 23 (Discharge of Security) of the Deed, the Charges are continuing Security and will extend to the ultimate balance of the Secured Obligations, regardless of any intermediate payment or discharge in whole or in part.</p> <p><b>11.2 Additional Security</b></p> <p>The Charges are in addition to and are not in any way prejudiced by any right of set off combination or other guarantees or Security as at 19 January 2012 or subsequently held by any Secured Party.</p> <p><b>11.3 Tacking</b></p> <p>Each Secured Party shall comply with its obligations under the Finance Documents (including any obligation to make further advances).</p> <p><b>12. DISCHARGE OF SECURITY</b></p> <p><b>12 1 Final redemption</b></p> <p>Subject to Clause 23.2 (Retention of Security) of the Deed, if the Security Agent is satisfied that all the Secured Obligations have been irrevocably paid in full and that all facilities which might give rise to Secured Obligations have terminated (or in the circumstances contemplated in clause 11 1 (Non-Distressed Disposals) of the Intercreditor Agreement), the Security Agent shall as soon as reasonably practicable at the request and cost of the Chargor do all such reasonable acts as may be necessary to release, reassign or discharge (as appropriate) the Charged Assets from the Charges.</p> <p><b>12.2 Retention of security</b></p> <p>If the Security Agent considers that any amount paid or credited to any Secured Party under any Finance Document is reasonably likely to be avoided or otherwise set aside, that amount shall not be considered to have been paid for the purposes of determining whether all the Secured</p>

# MG01 - continuation page

Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>
----------	---

Please give the short particulars of the property mortgaged or charged
--

Short particulars

Obligations have been irrevocably paid

**12.3 Consolidation**

Section 93 of the LPA shall not apply to the Charges.

# MG01 - continuation page

## Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p><b>NOTE.</b></p> <p><b>In this form</b></p> <p><b>"Administrator"</b> means an administrator appointed under Schedule B1 to the Insolvency Act 1986,</p> <p><b>"Agent"</b> means HSBC Corporate Trustee Company (UK) Limited;</p> <p><b>"Assignment Agreement"</b> means an agreement substantially in the form set out in schedule 6 (Form of Assignment Agreement) of the Senior Facilities Agreement or any other form agreed between the relevant assignor and assignee provided that if that other form does not contain the undertaking set out in the form set out in schedule 6 (Form of Assignment Agreement) of the Senior Facilities Agreement it shall not be a Creditor/Agent Accession Undertaking as defined in, and for the purposes of, the Intercreditor Agreement;</p> <p><b>"Assigned Assets"</b> means the assets expressed to be assigned pursuant to Clause 6 of the Deed;</p> <p><b>"Assigned Contracts"</b> means the Hedging Documents, the Acquisition Documents (each as defined in the Senior Facilities Agreement) and the contracts and documents (if any) listed in Schedule 5 hereto (Assigned Contracts),</p> <p><b>"Authorisation"</b> means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration;</p> <p><b>"Bank Accounts"</b> of a Chargor means the Collection Accounts, any Nominated Account, the Mandatory Prepayment Account and the Holding Account (each as defined in the Deed) and any other account held by a Chargor from time to time;</p> <p><b>"Book Debts"</b> of a Chargor means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), as at 19 January 2012 or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind;</p> <p><b>"Business Day"</b> means a day (other than a Saturday or Sunday) on which banks are open for general business in London and:</p> <p>(a) (in relation to any Utilisation Date (as defined in the Senior Facilities Agreement)) Paris;</p> <p>(b) (in relation to any date for payment or purchase of euro) any TARGET Day (as defined in the Senior Facilities Agreement); or</p> <p>(c) (in relation to any date for payment or purchase of a currency other than euro) the principal financial centre of the country of that currency,</p> <p><b>"Charges"</b> means all or any of the Security created or expressed to be</p>	

# MG01 - continuation page

## Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>created by or pursuant to the Deed;</p> <p><b>"Charged Assets"</b> means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Deed;</p> <p><b>"Chargors"</b> means the companies listed in schedule 1 of the Deed,</p> <p><b>"Collection Accounts"</b> means the accounts of the Chargors set out in Schedule 1 hereto (Accounts) and/or such other accounts as the relevant Chargor may agree from time to time (but excluding any Mandatory Prepayment Account and any Holding Account);</p> <p><b>"Declared Default"</b> means an Event of Default which has resulted in the Agent serving a notice under clause 26 18 (Acceleration) of the Senior Facilities Agreement;</p> <p><b>"Delegate"</b> means a delegate or sub-delegate appointed under Clause 17.2 (Delegation) of the Deed;</p> <p><b>"Events of Default"</b> means Events of Default as defined in the Senior Facilities Agreement;</p> <p><b>"Finance Document"</b> means the Senior Facilities Agreement, any Accession Letter, any Ancillary Document, any Compliance Certificate, any Fee Letter, the Reports Turnover Letter, the Hedging Letter, any Hedging Document, the Intercreditor Agreement, the Lloyds Ancillary Letter (until the earlier of the date on which the requirements of clause 25 31(b)(11) (Security and guarantees) are satisfied and 30 days after the Closing Date), any Resignation Letter, any Selection Notice, any Security Document, any Utilisation Request (each as defined in the Senior Facilities Agreement) and any other document designated as a "Finance Document" by the Agent and the Parent (as defined in the Senior Facilities Agreement) provided that where the term "Finance Document" is used in, and construed for the purposes of, the Senior Facilities Agreement or the Intercreditor Agreement, a Hedging Document shall be a Finance Document only for the purposes of:</p> <ul style="list-style-type: none"> <li>(a) the definition of "Material Adverse Effect" (as defined in the Senior Facilities Agreement);</li> <li>(b) the definition of "Security Document" (as defined in the Senior Facilities Agreement);</li> <li>(c) the definition of "Transaction Document" (as defined in the Senior Facilities Agreement),</li> <li>(d) the definition of "Transaction Security" (as defined in the Senior Facilities Agreement);</li> <li>(e) clause 1.2 (Construction) of the Senior Facilities Agreement;</li> </ul>	

# MG01 - continuation page

## Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>(f) clause 21 (Guarantee and Indemnity) of the Senior Facilities Agreement,</p> <p>(g) clause 26 (Events of Default) (other than clause 26.18 (Acceleration)) of the Senior Facilities Agreement, and</p> <p>(h) clause 27 4 (Limitation of responsibility of Existing Lenders) of the Senior Facilities Agreement.</p> <p>For the avoidance of doubt, where the term "Finance Document" is used in, and construed for the purposes of, a Security Document, a Hedging Document shall be a Finance Document,</p> <p>"Group" means the Parent and each of its Subsidiaries (as defined in the Senior Facilities Agreement) for the time being;</p> <p>"Insurances" of a Chargor means all contracts and policies of insurance of any kind as at 19 January 2012 or in the future taken out by or on behalf of it or (to the extent of its interest) in which it as at 19 January 2012 or in the future has an interest including but not limited to those listed opposite its name in Schedule 6 hereto (Insurances),</p> <p>"Intellectual Property" means</p> <p>(a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests, whether registered or unregistered (which may as at 19 January 2012 or future subsist), and</p> <p>(b) the benefit of all applications and rights to use such assets of each member of the Group (which may as at 19 January 2012 or in future subsist, including but not limited to those listed against the name of the Chargor in Schedule 4 hereto (Intellectual Property));</p> <p>"Intercreditor Agreement" means the intercreditor agreement dated 6 December 2011 and made between, amongst others, the Original Subordinated Creditor, the Parent, the Company, the Security Agent, the Arrangers, the Agent, the Senior Lenders, (each as defined in that agreement),</p> <p>"Investments" of a Chargor means:</p> <p>(a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit) (including, unless the context otherwise requires, the Subsidiary Shares),</p> <p>(b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments,</p>	



# MG01 - continuation page

## Particulars of a mortgage or charge

4	Amount secured
	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p>(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</p> <p>(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,</p> <p>in each case as at 19 January 2012 or in the future owned by it or (to the extent of its interest) in which it as at 19 January 2012 or in the future has an interest provided that any shares in a joint venture or a Subsidiary which is not wholly owned by the Chargor, shall not be included in this definition to the extent that such inclusion would lead to a breach of any restriction contained in any joint venture agreement and as applicable, any shareholders' agreement;</p> <p>"LPA" means the Law of Property Act 1925;</p> <p>"Permitted Disposal" has the meaning assigned to that term in the Senior Facilities Agreement;</p> <p>"Permitted Security" has the meaning assigned to that term in the Senior Facilities Agreement;</p> <p>"Quasi-Security" has the meaning assigned to that term in the Senior Facilities Agreement,</p> <p>"Real Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) as at 19 January 2012 or in future belonging to any Chargor, or in which a Chargor has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in schedule 2 hereto (Real Property)) together with:</p> <p>(a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery any time thereon,</p> <p>(b) all easements, rights and agreements in respect thereof; and</p> <p>(c) the benefit of all covenants given in respect there;</p> <p>"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;</p> <p>"Secured Parties" has the meaning given to that term in the Intercreditor Agreement;</p> <p>"Security" means a mortgage, charge, pledge, lien or other security</p>

# MG01 - continuation page

## Particulars of a mortgage or charge

4	Amount secured													
	Please give us details of the amount secured by the mortgage or charge													
Amount secured	<p>interest securing any obligation of any person or any other agreement or arrangement having a similar effect,</p> <p>"Security Agent" means HSBC Corporate Trustee Company (UK) Limited;</p> <p>"Security Principles" means the Security Principles as defined in the Senior Facilities Agreement;</p> <p>"Senior Facilities Agreement" means the Senior Facilities Agreement dated 6 December 2011 between, among others, (1) CSG Bidco Limited as Parent, (2) CSG Bidco Limited as Company, (3) the Subsidiaries of the Parent listed in Part 1 of Schedule 1 thereto as Original Guarantors, (4) GE Corporate Finance Bank SAS, HSBC Bank plc, Lloyds TSB Bank plc and The Royal Bank of Scotland plc as Mandated Lead Arrangers, (5) HSBC Bank plc, Lloyds TSB Bank plc and National Westminster Bank plc as Original Hedge Counterparties, (6) the Financial Institutions Listed In Part 2 of Schedule 1 thereto as Original Lenders, (7) HSBC Bank plc as the Agent and (8) the Security Agent;</p> <p>"Subsidiary Shares" means all shares as at 19 January 2012 or in the future owned (legally or beneficially) by a Chargor in its subsidiaries including, but not limited to, those listed in Schedule 3 hereto (Subsidiary Shares).</p> <p>Schedule 1</p> <p>Collections Accounts</p> <table><thead><tr><th>Chargor</th><th>Account Bank</th><th>Sort Code</th><th>Account Number</th><th>Status</th><th>Currency</th></tr></thead><tbody><tr><td>5 Star Computer Systems Limited</td><td>Lloyds TSB Bank plc</td><td>30-00-02</td><td>01601232</td><td>Active</td><td>GBP</td></tr></tbody></table> <p>Schedule 2</p> <p>Real Property</p> <p>None</p> <p>Schedule 3</p> <p>Subsidiary Shares</p> <p>None</p> <p>Schedule 4</p> <p>Intellectual Property</p>		Chargor	Account Bank	Sort Code	Account Number	Status	Currency	5 Star Computer Systems Limited	Lloyds TSB Bank plc	30-00-02	01601232	Active	GBP
Chargor	Account Bank	Sort Code	Account Number	Status	Currency									
5 Star Computer Systems Limited	Lloyds TSB Bank plc	30-00-02	01601232	Active	GBP									

## MG01 - continuation page

Particulars of a mortgage or charge

4

### Amount secured

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

Amount secured

#### Trade Marks

None

#### Domain names

REGISTRANT	DOMAIN NAME	EXPIRY DATE
5 Star Computer Systems (Company no 3346768)	5-Star.co.uk	11 June 2012

#### Schedule 5

#### Assigned Contracts

None

#### Schedule 6

#### Insurances

None



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

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

**COMPANY NO. 3346768  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A FIXED AND FLOATING SECURITY  
DOCUMENT DATED 19 JANUARY 2012 AND CREATED BY 5  
STAR COMPUTER SYSTEMS LIMITED FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM EACH PRESENT OR  
FUTURE MEMBER OF THE GROUP TO THE SECURITY AGENT  
AND/OR OTHER SECURED PARTIES (OR ANY OF THEM) 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 31 JANUARY  
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 FEBRUARY  
2012



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES