



Registration of a Charge

Company name: **Retrieval Technologies Ltd.**

Company number: **03636068**



X54O92IX

Received for Electronic Filing: **11/04/2016**

Details of Charge

Date of creation: **07/04/2016**

Charge code: **0363 6068 0003**

Persons entitled: **CSC COMPUTER SCIENCES INTERNATIONAL OPERATIONS LIMITED**

Brief description: **NONE**

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ADDLESHAW GODDARD LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3636068

Charge code: 0363 6068 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th April 2016 and created by Retrieval Technologies Ltd. was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th April 2016 .

Given at Companies House, Cardiff on 12th April 2016

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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



Dated 7 April 2016

360GLOBALNET LTD

THE COMPANIES LISTED IN SCHEDULE 1

CSC COMPUTER SCIENCES INTERNATIONAL OPERATIONS LIMITED

DEED OF ASSIGNMENT OF INSURANCE
POLICY

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This Deed is made on

7 April

2016

Between

- (1) **360GlobalNet Ltd** (registered in England with number 07127114) (**Company**);
- (2) The companies listed in schedule 1 (together with the Company, the **Assignors**); and
- (3) **CSC Computer Sciences International Operations Limited** (registered in England with number 07073279) (**Holder**).

It is agreed

1 Definitions and interpretation

1.1 Definitions

In this Deed:

Policy means the Technology and Communications Package Insurance Policy (policy number: UKTC001677) dated 22 March 2016 and held with CNA Insurance Company Limited and, together with all monies payable in respect of such policy

Party means a party to this Deed

Receiver means any receiver, manager or administrative receiver appointed by the Holder in respect of any Assignor or any of the Secured Assets

Secured Assets means all of the assets and undertaking of any Assignor the subject of any Security created by or under this Deed in favour of the Holder

Secured Obligations means in respect of any Assignor, all monies and liabilities now or after the date of this Deed due owing or incurred by that Assignor to the Holder whatsoever, in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing on such monies and liabilities and all costs, charges and expenses incurred by the Holder, except for any obligation which, if it were included here, would constitute unlawful financial assistance, or its equivalent in any other jurisdiction

Security Period means the period beginning on the date of this Deed and ending on the date on which the Holder is satisfied that the Secured Obligations have been irrevocably and unconditionally satisfied in full and all facilities made available by the Holder to the Company (or any of them) have been cancelled

Senior Secured Note Purchase Agreement means the senior secured note purchase agreement made between the Original Guarantors and the Holder dated 23 February 2016 pursuant to which the Company issued to the Holder £11,100,000 senior secured term notes due 1 March 2021

1.2 Interpretation

- (a) Unless otherwise defined in this Deed, a term defined in the Senior Secured Note Purchase Agreement has the same meaning when used in this Deed or any notices, acknowledgements or other documents issued under or in connection with this Deed.

- (b) In this Deed the term **dispose** includes any sale, lease, licence, transfer or loan.
- (c) Clause 1.2 (Construction) of the Senior Secured Note Purchase Agreement is incorporated in this Deed as if set out here in full but so that each reference in that clause to **this Agreement** shall be read as a reference to this Deed.

1.3 Third Party Rights

- (a) Unless expressly provided to the contrary in any Finance Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed or any other Finance Document entered into under or in connection with it.
- (b) Unless expressly provided to the contrary any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Deed or any other Finance Document issued or entered into under or in connection with it.

1.4 Conflict

To the extent there is any conflict or inconsistency between the terms of this Deed and the Senior Secured Note Purchase Agreement, the terms of the Senior Secured Note Purchase Agreement shall prevail.

2 Covenant to pay

Each Assignor covenants with the Holder, to pay and discharge the Secured Obligations when they become due for payment and discharge.

3 Charging provisions

3.1 General

All Security created by an Assignor under clause 3.2 is:

- (a) a continuing security for the payment and discharge of the Secured Obligations;
- (b) granted with full title guarantee;
- (c) granted in respect of all the right, title and interest (if any), present and future, of any Assignor in and to the relevant Secured Assets; and
- (d) granted in favour of the Holder.

3.2 Assignment

- (a) Each Assignor assigns its interest in the Policy.
- (b) Each Assignor shall remain liable to perform all its obligations under the Policy.

4 Continuing security

- 4.1 The Security constituted by this Deed shall be continuing security and shall remain in full force and effect regardless of any intermediate payment or discharge by any Assignor or any other person of the whole or any part of the Secured Obligations.

4.2 Recourse

The Security constituted by this Deed:

- (a) is in addition to any other Security which the Holder may hold at any time in respect of the Secured Obligations (or any of them); and
- (b) may be enforced without first having recourse to any other rights of the Holder.

5 Negative pledge

- 5.1 No Assignor shall create or permit to subsist any Security over any of the Secured Assets.
- 5.2 This clause 5 does not apply to any Security or arrangement which is permitted by the Holder in writing or expressly permitted under the terms of any Finance Document.

6 Restrictions on disposals

- 6.1 No Assignor shall enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any Secured Assets.
- 6.2 Clause 6.1 does not apply to any disposal which is permitted by the Holder in writing or expressly permitted under the terms of any Finance Document.

7 Further assurance

- 7.1 Each Assignor shall promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Holder may reasonably specify (and in such form as the Holder may reasonably require) in favour of the Holder or its nominee(s):
 - (a) to create, perfect, protect and maintain the Security created or intended to be created under or evidenced by this Deed or for the exercise of any rights, powers and remedies of the Holder provided by or pursuant to this Deed or by law; and/or
 - (b) (if an Event of Default is continuing) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by or under this Deed.
- 7.2 Each Assignor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Holder by or pursuant to this Deed.
- 7.3 Any document required to be executed by an Assignor under this clause 7 will be prepared at the cost of that Assignor.

8 Notices of assignments

Policy

- (a) On the date of this Deed, the Assignors shall give notice in the form specified in part 1 (Form of notice of assignment) of schedule 2 to the insurer that it has assigned to the Holder all its right, title and interest in the Policy.

- (b) The Assignors shall use reasonable endeavours to procure that the recipient of such notice acknowledges that notice in substantially the form specified in part 2 (Form of Acknowledgement) of schedule 2 within 5 Business Days of that notice being given.

9 Undertakings

Each Assignor undertakes to the Holder in accordance with this clause 9. The undertakings in this clause 9 shall remain in force during the Security Period.

9.1 General - Insurance

It shall not do or cause or permit to be done anything which may in any way materially depreciate, jeopardise or otherwise prejudice the value to the Holder of the Security created by or under this Deed.

9.2 Policy

- (a) It shall promptly pay all premiums and do all other things necessary to keep the Policy in which it has an interest in full force and effect.
- (b) It shall not do or permit to be done anything to render the Policy void or voidable.
- (c) If it shall be in default of effecting or maintaining the Policy or in producing any such policy or receipt to the Holder pursuant to this Deed or as required by the Senior Secured Note Purchase Agreement or any Finance Document, the Holder may take out or renew the Policy in any sum which the Holder may think expedient and all monies expended and costs incurred by the Holder under this provision shall form part of the Secured Obligations.
- (d) All proceeds of insurance shall be applied towards replacing or reinstating the property in respect of which the proceeds are received.
- (e) It shall procure that there is given to the Holder copies of the Policy and such other information in connection with the Policy as the Holder may reasonably require. It will notify the Holder in writing of all renewals, material variations and cancellation of the Policy made or, to its knowledge of it, threatened or pending.

9.3 Retention of documents

The Holder may retain any document delivered to it pursuant to this Deed, the Senior Secured Note Purchase Agreement or otherwise until the Security created by this Deed is released and if, for any reason it ceases to hold any such document before such time, it may by notice to the Assignors require that the relevant document be redelivered to it and the Assignors shall immediately comply (or procure compliance) with such notice.

10 Power to remedy

- 10.1 If an Assignor fails to comply with any of the undertakings set out in clause 9 (Undertakings) it shall allow and irrevocably authorises the Holder and/or such persons as it shall nominate, to take such action on its behalf as shall be necessary to ensure that it complies with those undertakings.
- 10.2 If an Assignor fails to perform any obligation or other covenant affecting the Secured Asset, it shall permit the Holder or its agents and contractors:

- (a) to comply with or object to any notice served on that Assignor relating to the Secured Assets; and
 - (b) to take any action the Holder may reasonably consider expedient to prevent or remedy any breach of any such term or to comply with or object to any such notice.
- 10.3 Each Assignor shall within 3 Business Days of demand indemnify the Holder against any cost, loss or liability incurred by it taking any of the steps referred to in this clause 10.

11 Security power of attorney

Each Assignor, by way of security, irrevocably and severally appoints the Holder, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which it is obliged to take under this Deed. Each Assignor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause 11.

12 Enforcement of security

12.1 When security is enforceable

On the occurrence of any Event of Default which is continuing, any Security created by and under this Deed is immediately enforceable.

12.2 Acts of enforcement

The Holder may, at its absolute discretion, at any time after the Security created by or under this Deed is enforceable:

- (a) enforce all or any part of the Security created by or under this Deed in any manner it sees fit;
- (b) exercise its rights and powers conferred upon mortgagees by the Law of Property Act 1925, as varied and extended by this Deed, and rights and powers conferred on a Receiver by this Deed, whether or not it has taken possession or appointed a Receiver to any of the Secured Assets;
- (c) appoint a Receiver to all or any part of the Secured Assets; or
- (d) exercise its power of sale under section 101 of the Law of Property Act 1925 (as amended by this Deed).

12.3 Statutory Powers - General

- (a) For the purposes of all powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed.
- (b) Section 103 of the Law of Property Act 1925 (Regulation of exercise of power of sale) and section 93 of the Law of Property Act 1925 (Restriction on consolidation of mortgages) do not apply to the Security constituted by or under this Deed.
- (c) Each Receiver and the Holder is entitled to all the rights, powers, privileges and immunities conferred by the Law of Property Act 1925 and the Insolvency Act 1986 on mortgagees and Receivers.

12.4 Contingencies

If the Holder enforces the Security constituted by or under this Deed at a time when no amounts are due to the Holder but at a time when amounts may or will become so due, the Holder (or the Receiver) may pay the proceeds of any recoveries effected by it into an interest bearing suspense account.

12.5 Mortgagee in possession – no liability

Neither the Holder nor any Receiver or manager will be liable, by reason of entering into possession of a Secured Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might otherwise be liable.

12.6 Redemption of prior mortgages

At any time after the Security created by or under this Deed has become enforceable, the Holder may, at the sole cost of the Assignors (payable to the Holder on demand):

- (a) redeem any prior form of Security over any Secured Asset; and/or
- (b) procure the transfer of that Security to itself; and/or
- (c) settle and pass the accounts of any prior mortgagee, chargee or encumbrancer which once so settled and passed shall be conclusive and binding on the Assignors.

13 Receiver

13.1 Appointment of Receiver

- (a)
 - (i) At any time after any Security created by or under this Deed is enforceable, the Holder may appoint a Receiver to all or any part of the Secured Assets in accordance with clause 12.2(c) (Acts of enforcement).
 - (ii) At any time if so requested in writing by any Assignor, without further notice, the Holder may appoint one or more persons to be a Receiver of all or any part of the Secured Assets as if the Holder had become entitled under the Law of Property Act 1925 to exercise the power of sale conferred by the Law of Property Act 1925.
- (b) Any Receiver appointed under this Deed shall be the agent of the relevant Assignor and that Assignor shall be solely responsible for his acts or defaults and for his remuneration and liable on any contracts or engagements made or entered into by him and in no circumstances whatsoever shall the Holder be in any way responsible for any misconduct, negligence or default of the Receiver.

13.2 Removal

The Holder may by written notice remove from time to time any Receiver appointed by it and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated.

13.3 Powers of Receiver

- (a) **General**

- (i) In addition to those conferred by the Law of Property Act 1925 on any Receiver appointed under that Act, each Receiver has, and is entitled to exercise, all of the rights, powers and discretions set out in this clause 13.3.
- (ii) If there is more than one Receiver holding office at the same time, unless the document appointing him states otherwise, each Receiver may exercise all of the powers conferred on a Receiver under this Deed or under the Insolvency Act 1986 individually and to the exclusion of any other Receivers.
- (iii) A Receiver may, in the name of the relevant Assignor if he so wishes:
 - (A) do all other acts and things which he may consider expedient for realising any Secured Asset incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed; and
 - (B) exercise in relation to any Secured Asset all the powers, authorities and things which he would be capable of exercising if he were its absolute beneficial owner.

(b) **Borrow monies**

A Receiver may raise and borrow monies (either unsecured or on the security of any Secured Asset, either in priority to the security constituted by this Deed or otherwise) on any terms and for whatever purpose which he thinks fit. No person lending that monies need enquire as to the propriety or purpose of the exercise of that power or to check the application of any monies so raised or borrowed.

(c) **Compromise**

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person relating in any way to any Secured Asset.

(d) **Delegation**

A Receiver may delegate his powers in accordance with clause 14 (Delegation).

(e) **Employees**

For the purposes of this Deed, a Receiver as he thinks appropriate, on behalf of the relevant Assignor or for itself as Receiver, may:

- (i) appoint and discharge managers, officers, agents, accountants, servants, workmen and others upon such terms as to remuneration or otherwise as he may think proper; and
- (ii) discharge any such persons appointed by the relevant Assignor.

(f) **Legal actions**

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings or submit to arbitration or any form of alternative dispute resolution in the name of the relevant Assignor in relation to any Secured Asset as he considers expedient.

(g) **Possession**

A Receiver may take immediate possession of, get in and collect any Secured Asset.

(h) **Receipts**

A Receiver may give valid receipts for all monies and execute all assurances and things which may be expedient for realising any Secured Asset.

(i) **Deal with Secured Assets**

A Receiver may, without restriction vary the terms of or otherwise dispose of or deal with, all or any part of the Secured Assets without being responsible for loss or damage, and so that any such disposition may be made for cash payable by instalments, loan stock or other debt obligations or for shares or securities of another company or other valuable consideration, and the Receiver may form and promote, or concur in forming and promoting, a company or companies to purchase or otherwise acquire interests in all or any of the Secured Assets or otherwise, arrange for such companies to trade or cease to trade and to purchase or otherwise acquire all or any of the Secured Assets on such terms and conditions whether or not including payment by instalments secured or unsecured as he may think fit.

(j) **Security**

A Receiver may redeem any prior Security and settle and pass the accounts of the person entitled to the prior Security so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the relevant Assignor and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.

(k) **Incidental Matters**

A Receiver may do all other acts and things including without limitation, signing and executing all documents and deeds as may be considered by the Receiver to be incidental or conducive to any of the matters or powers listed here or granted by law or otherwise incidental or conducive to the preservation, improvement or realisation of the Secured Assets and to use the name of the relevant Assignor for all the purposes set out in this clause 13.

13.4 Remuneration

The Holder may from time to time fix the remuneration of any Receiver appointed by it.

14 Delegation

14.1 The Holder and any Receiver may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by the Holder and the Receiver (as appropriate) under this Deed to any person or persons as it shall think fit. Any such delegation may be made upon such terms and conditions (including the power of the Holder or any Receiver to sub-delegate) as the Holder and Receiver as appropriate may think fit.

14.2 The Holder and any Receiver will not be liable or responsible to any Assignor or any other person for any losses, liabilities or expenses arising from any act, default, omission or misconduct on the part of any delegate.

15 Application of monies

- 15.1 Sections 109(6) and (8) (Appointment, powers, remuneration and duties of receiver) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this Deed.
- 15.2 All monies received by the Holder or any Receiver under this Deed shall be applied in discharge of the Secured Obligations shall be applied to the Secured Obligations in such order as the Holder may determine.
- 15.3 The Holder and any Receiver may place any monies received, recovered or realised pursuant to this Deed in an interest bearing suspense account and it may retain the same for such period as it considers expedient without having any obligation to apply the same or any part of it in or towards discharge of the Secured Obligations.

16 Remedies and waivers

- 16.1 No failure to exercise, nor any delay in exercising, on the part of the Holder, any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.
- 16.2 A waiver given or consent granted by the Holder under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

17 Protection of third parties

- 17.1 No person (including a purchaser) dealing with the Holder or a Receiver or its or his agents has an obligation to enquire of the Holder, Receiver or others:
- (a) whether the Secured Obligations have become payable;
 - (b) whether any power purported to be exercised has become exercisable;
 - (c) whether any Secured Obligations or other monies remain outstanding;
 - (d) how any monies paid to the Holder or to the Receiver shall be applied; or
 - (e) the status, propriety or validity of the acts of the Receiver or Holder.
- 17.2 The receipt of the Holder or any Receiver shall be an absolute and a conclusive discharge to a purchaser and shall relieve him of any obligation to see to the application of any monies paid to or by the direction of the Holder or any Receiver.
- 17.3 In clauses 17.1 and 17.2 **purchaser** includes any person acquiring, for monies or monies worth, any lease of, or Security over, or any other interest or right whatsoever in relation to, the Secured Assets or any of them.

18 Additional security

The Security created by or under this Deed is in addition to and is not in any way prejudiced by any guarantee or Security now or subsequently held by the Holder.

19 Settlements conditional

19.1 If the Holder (acting reasonably) believes that any amount paid by an Assignor or any other person in respect of the Secured Obligations is capable of being avoided or set aside for any reason, then for the purposes of this Deed, such amount shall not be considered to have been paid.

19.2 Any settlement, discharge or release between an Assignor and the Holder shall be conditional upon no Security or payment to or for the Holder by that Assignor or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any law relating to bankruptcy, insolvency or liquidation or otherwise.

20 Subsequent security

If the Holder receives notice of any other subsequent Security or other interest affecting all or any of the Secured Assets it may open a new account or accounts for the relevant Assignor in its books. If it does not do so then, unless it gives express written notice to the contrary to that Assignor, as from the time of receipt of such notice by the Holder, all payments made by that Assignor to the Holder shall be treated as having been credited to a new account of that Assignor and not as having been applied in reduction of the Secured Obligations.

21 Set-off

The Holder may, set off any matured obligation due from an Assignor (to the extent beneficially owned by the Holder) against any matured obligation owed by the Holder to that Assignor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Holder may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

22 Notices

Any communication under this Deed or any other Security or Finance Document created by or under this Deed, shall be made and given in accordance with the terms of clause 11.9 (Notices) of the Senior Secured Note Purchase Agreement.

23 Invalidity

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

24 Assignment

The Holder may assign or otherwise transfer all or any part of its rights under this Deed or any Security created by or under it in accordance with the terms of the Finance Documents.

25 Releases

Upon the expiry of the Security Period, the Holder shall, at the request and cost of the Assignors, take whatever action is necessary to release and reassign to each relevant Assignor:

- (a) its rights arising under this Deed;
- (b) the Secured Assets from the Security created by and under this Deed,

and return all documents or deeds of title delivered to it under this Deed.

26 Currency

If a payment is made to the Holder under this Deed in a currency (**Payment Currency**) other than the currency in which it is expressed to be payable (**Contractual Currency**), the Holder may convert that payment into the Contractual Currency at the rate at which it (acting reasonably and in good faith) is able to purchase the Contractual Currency with the Payment Currency on or around the date of receipt of the payment and to the extent that the converted amount of the payment falls short of the amount due and payable the Assignors will remain liable for such shortfall.

27 Certificates and determinations

Any certification or determination by the Holder of a rate or amount under this Deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

28 Counterparts

This Deed or any Finance Document entered into under or in connection with this Deed may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Deed or any such Finance Document entered into under or in connection with this Deed by e-mail attachment or telecopy shall be an effective mode of delivery.

29 Governing law

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

30 Enforcement

30.1 Jurisdiction of English courts

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (**Dispute**).
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This clause 30 is for the benefit of the Holder. As a result, the Holder shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Holder may take concurrent proceedings in any number of jurisdictions.

30.2 Service of process

- (a) The Civil Procedure Rules regarding service and deemed service will not apply to any letter or other communication notifying a claim or serving legal proceedings under or in connection with this Deed, which shall instead be served in accordance with this clause 30.2.

- (b) Any letter or other communication notifying a claim or serving legal proceedings under or in connection with this Deed may not be made by way of fax and must be made pursuant to clauses 11.9 (Notices) of the Senior Secured Note Purchase Agreement.

This Deed has been entered into as a deed on the date given at the beginning of this Deed.

Schedule 1

Assignors

Name	Jurisdiction of incorporation	Registered number
360GlobalNet Ltd	England and Wales	07127114
The Drainage Repair Company Ltd	England and Wales	08570351
Retrieval Technologies Ltd.	England and Wales	03636068
Infocap Technologies Limited	England and Wales	03443879
360Capital Ltd	England and Wales	07259759
360Spatial Ltd	England and Wales	07251839
360Corporate Ltd	England and Wales	07166799
360Siteview Ltd	England and Wales	07142142
360Intellimation Ltd	England and Wales	07142145

Schedule 2

Policy

Part 1 - Form of notice of assignment

To: ♦

Dated: ♦

Dear Sirs

The policy described in the attached schedule (the Policy)

We hereby notify you that we have assigned to ♦ (**Holder**) all our right, title and interest in and to the Policy.

We hereby irrevocably and unconditionally authorise and instruct you:

- 1 without notice or reference to or further authority from us and without enquiring as to the justification or the validity of those instructions, to comply only with any instructions from time to time received by you from the Holder relating to the Policy; and
- 2 to pay all sums payable by you under the Policy as directed by the Holder from time to time.

Please sign and return the acknowledgement attached to one enclosed copy of this notice to the Holder and the other copy to us.

The provisions of this notice (and any non-contractual obligations arising out of or in connection with it) are governed by English law.

Yours faithfully

.....
for and on behalf of

♦ **Limited**

Schedule

Policy Number	Insured	Insurer	Policy Type		Date of policy
◆	◆	◆	◆	◆	◆

[Attach form of acknowledgment]

Part 2 - Form of acknowledgement

To: [name of Holder]
[address]

To: [name of Assignor] (**Assignor**)
[address]

Dated: ♦

We acknowledge receipt of the notice of assignment (**Notice**) of which the above is a duplicate. We confirm that:

- (a) there has been no amendment, waiver or release of any rights or interests in any Policy since the date of such policy;
- (b) we will not agree to any amendment, waiver or release of any provision of any Policy without the prior written consent of the Holder;
- (c) we shall act in accordance with the Notice;
- (d) as at the date of this acknowledgement we have not received any notice of assignment or charge of the Assignor's interest in any Policy in favour of any other person; and
- (e) we do not have and have not claimed or exercised any right or claim against the Assignor or exercised or attempted to exercise any right of set-off, counterclaim or other right relating to any Policy.

The provisions of this acknowledgement (and any non-contractual obligations arising out of or in connection with it) are governed by English law.

For and on behalf of
[insurance company]

SIGNATURES TO THE DEED

Company

Executed as a deed by
360GlobalNet Ltd Limited
acting by a director in the presence of

)
)
)

Director

Signature of witness

Name MARK EVANS
Address c/o 360GLOBALNET LTD

BOURNE HOUSE, 475 GODSTONE ROAD,
WHYTELEAFE, SURREY, CR3 0BL

Assignors

Executed as a deed by
360GlobalNet Ltd
acting by a director in the presence of

)
)
)

Director

Signature of witness

Name MARK EVANS
Address c/o 360GLOBALNET LTD

BOURNE HOUSE, 475 GODSTONE ROAD,
WHYTELEAFE, SURREY, CR3 0BL

Executed as a deed by
The Drainage Repair Company Ltd
acting by a director in the presence of

)
)
)

Director

Signature of witness

Name MARK EVANS
Address c/o 360GLOBALNET LTD

BOURNE HOUSE, 475 GODSTONE ROAD,
WHYTELEAFE, SURREY, CR3 0BL

Executed as a deed by
Retrieval Technologies Ltd.
acting by a director in the presence of

)
)
) Director

Signature of witness

Name MARK EVANS

Address C/O 360GLOBALNET LTD
BOURNE HOUSE, 475 GODSTONE ROAD,
WHYTELEAFE, SURREY, CR3 0BL

Executed as a deed by
Infocap Technologies Limited
acting by a director in the presence of

)
)
) Director

Signature of witness

Name MARK EVANS

Address C/O 360GLOBALNET LTD
BOURNE HOUSE, 475 GODSTONE ROAD,
WHYTELEAFE, SURREY, CR3 0BL

Executed as a deed by
360Capital Ltd
acting by a director in the presence of

)
)
) Director

Signature of witness

Name MARK EVANS

Address C/O 360GLOBALNET LTD
BOURNE HOUSE, 475 GODSTONE ROAD,
WHYTELEAFE, SURREY, CR3 0BL

Executed as a deed by)
360Spatial Ltd)
acting by a director in the presence of)

Director

Signature of witness

Name MARK EVANS

Address C/O 360GLOBALNET LTD

BOURNE HOUSE, 475 GODSTONE ROAD,
WHYTELEAFE, SURREY, CR3 0BL

Executed as a deed by)
360Corporate Ltd)
acting by a director in the presence of)

Director

Signature of witness

Name MARK EVANS

Address C/O 360GLOBALNET LTD

BOURNE HOUSE, 475 GODSTONE ROAD,
WHYTELEAFE, SURREY, CR3 0BL

Executed as a deed by)
360Siteview Ltd)
acting by a director in the presence of)

Director

Signature of witness

Name MARK EVANS

Address C/O 360GLOBALNET LTD

BOURNE HOUSE, 475 GODSTONE ROAD,
WHYTELEAFE, SURREY, CR3 0BL

Executed as a deed by)
360Intelligence Ltd)
acting by a director in the presence of)

Director

Signature of witness

Name MARK EVANS

Address C/O 360 GLOBAL NET LTD
BOURNE HOUSE, 475 GODSTONE ROAD
WHYTELEAFE, SURREY, CR3 0BL

The Holder

Executed and delivered as a deed)
by)
as duly authorised attorney)
for and on behalf of **CSC Computer Sciences**)
International Operations Limited)
in the presence of:

Signature of witness

Name

Address

Executed as a deed by)

360Intelligence Ltd)

acting by a director in the presence of)

Director

Signature of witness

Name

Address

The Holder

Executed and delivered as a deed)

by MARK GREENHAUGH)

as ~~fully authorised attorney~~ Director)

for and on behalf of **CSC Computer Sciences**)

International Operations Limited)

in the presence of:



Signature of witness

Name MAZANA BELUM

Address 

