

MG01 129756 | 143

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

MONDAY



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01/02/2010

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COMPANIES HOUSE

1	Company details	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> For official use
Company number	0 5 3 2 1 8 3 7	→ Filling in this form Please complete in typescript or in bold black capitals. All fields are mandatory unless specified or indicated by *
Company name in full	Xafinity Holdings Limited (the "Company")	
2	Date of creation of charge	
Date of creation	d2 d7 m0 m1 y2 y0 y1 y0	
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 "Security Document") dated 27 January 2010 between, among others, the Company and Barclays Bank PLC (the "Security Agent", as security agent for the benefit of the Secured Parties (which expression includes its successors in title, permitted assigns and permitted transferees and Security Agent also includes any person for the time being appointed as Security Agent or Security Agents in accordance with the Intercreditor Agreement)).	
4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge.	
Amount secured	The "Liabilities", which are defined in the Security Document as meaning all present and future moneys, debts and liabilities due, owing or incurred by the Company to any Secured Party under or in connection with any Secured Document (whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise).	Continuation page Please use a continuation page if you need to enter more details.

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

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

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

Name	✓	Barclays Bank PLC
Address		5 The North Colonnade
		London
Postcode		E 1 4 4 B B
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 attached continuation pages.

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his:

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

Commission allowance
or discount

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 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here.

Signature

Signature

X *Linklaters LLP* X

This form must be signed by a person with an interest in the registration of the charge.

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**Presenter information**

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Louisa Noel

Company name Linklaters LLP

Address One Silk Street

Post town London

County/Region London

Postcode E C 2 Y 8 H Q

Country UK

DX 10 LONDON/CITY

Telephone 020 7456 2000

**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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
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

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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

Xafinity Holdings Limited (05321837)

Continuation page (1)

Fixed Charges

The Company, with full title guarantee and as security for the payment of all Liabilities (whether of the Company or any other Chargor), charged in favour of the Security Agent (as trustee for the Secured Parties):

- 1.1 Present Real Property:** by way of first legal mortgage, all Real Property in England and Wales at the date of the Security Document belonging to it.
- 1.2 Future Real Property:** by way of first fixed equitable charge, all other Real Property at the date of the Security Document belonging to it and all Real Property acquired by it in the future.
- 1.1 Other Assets:** by way of first fixed charge, all its present and future:
 - (a) Book Debts except those assigned pursuant to Clause 5 (*Assignment*) of the Security Document (as set out in paragraph 3 below);
 - (b) Bank Accounts except those assigned pursuant to Clause 5 (*Assignment*) of the Security Document (as set out in paragraph 3 below);
 - (c) Investments and Shares;
 - (d) uncalled capital and goodwill;
 - (e) Intellectual Property (including that described in Schedule 6 (*Intellectual Property*) to the Security Document (as set out in Note (4) below));
 - (f) beneficial interest in any pension fund and Related Rights;
 - (g) plant and machinery (except that mortgaged or charged by the Security described in paragraphs 1.1 (*Present Real Property*) or 1.2 (*Future Property*) above and Related Rights;
 - (h) all proceeds of any Intra-Group Loan Agreements;
 - (i) benefit of all present and future Authorisations held in connection with its business or the use of any Charged Asset specified in any other sub-paragraph of Clause 3.1 of the Security Document (as set out in this paragraph 1) and the right to recover and receive all compensation which may be payable in respect of them;
 - (j) future easements and other rights at any time vested in, or conferred on, each Chargor in connection with or otherwise for the benefit of the Charged Assets;
 - (k) (to the extent that they are not subject to an effective assignment under Clause 5 (*Assignment*) of the Security Document (as set out in paragraph 3 below)) Insurances;
 - (l) (to the extent that they are not subject to an effective assignment under Clause 5 (*Assignment*) of the Security Document (as set out in paragraph 3 below)) all rights, title and interest under each Hedging Agreement; and

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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>Xafinity Holdings Limited (05321837)</p> <p>(m) (to the extent that they are not subject to an effective assignment under Clause 5 (<i>Assignment</i>) of the Security Document (as set out in paragraph 3 below)) all rights, title and interest under the Fund Guarantee.</p> <p>2 Floating Charge</p> <p>Creation: The Company, with full title guarantee and as security for the payment of all Liabilities (whether of the Company or any other Chargor), charged in favour of the Security Agent (as trustee for the Secured Parties) by way of first floating charge its undertaking and all its assets, both present and future (including assets expressed to be charged by Clause 3 (<i>Fixed charges</i>) of the Security Document (as set out in paragraph 1 above) or assigned by Clause 5 (<i>Assignment</i>) of the Security Document (as set out in paragraph 3 below)).</p> <p>3 Assignment</p> <p>Creation: The Company, with full title guarantee, assigned absolutely to the Security Agent all its present and future:</p> <ul style="list-style-type: none"> (a) right, title and interest in and to all Insurances; (b) rights in relation to its Real Property (except those charged by paragraphs (a) and (b) of Clause 3.1 (<i>Fixed charges</i>) of the Security Document as described in paragraphs 1.1 (<i>Present Real Property</i>) and 1.2 (<i>Future Real Property</i>)), including all rights against all past, present and future undertenants of its Real Property and their respective guarantors and sureties; (c) right, title and interest in and to the Intra-Group Loan Agreements; (d) right, title and interest in and to any Hedging Agreements; (e) right, title and interest in and to the Assigned Accounts; and (f) right, title and interest in and to the Fund Guarantee. <p>Note (1): In this form, except to the extent that the context requires otherwise:</p> <p>Any reference to "assets" includes present and future properties, revenues and rights of every description.</p> <p>"Acquisition Agreement" means each of the Main SPA, the Babson SPA and each Minority Shareholder SPA (each as defined in the Senior Facilities Agreement).</p>	Continuation page (2)

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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>Xafinity Holdings Limited (05321837)</p> <p>"Acquisition Documents" means each Acquisition Agreement, the Disclosure Letter and any other document designated as an "Acquisition Document" by, up to and including the Senior Discharge Date, the Senior Agent and the Parent and, thereafter until the Mezzanine Discharge Date, the Mezzanine Agent and the Parent.</p> <p>"Affiliate" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.</p> <p>"Agent" means each of the Senior Agent and the Mezzanine Agent.</p> <p>"Ancillary Lender" means each Senior Lender (or Affiliate of a Senior Lender) which makes available any ancillary facility in accordance with Clause 7 (<i>Ancillary Facilities</i>) of the Senior Facilities Agreement.</p> <p>"Arranger" means each Senior Arranger and each Mezzanine Arranger.</p> <p>"Assigned Accounts" means the Mandatory Prepayment Account and any other Bank Account designated as such from time to time by the Security Agent in writing and in each case Related Rights.</p> <p>"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.</p> <p>"Bank Accounts" of a Chargor means all current, deposit or other accounts with any bank or financial institution in which it at the date of the Security Document or in the future has an interest and (to the extent of its interest) all balances at the date of the Security Document or in the future standing to the credit of or accrued or accruing on those accounts and Related Rights.</p> <p>"Book Debts" of a Chargor means all book and other debts of any nature and all other rights to receive money (excluding Bank Accounts) at the date of the Security Document 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>"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets.</p> <p>"Charges" means all or any of the Security created or expressed to be created by or pursuant to the Security Document.</p> <p>"Chargors" means Xafinity Limited, Xafinity Group Limited, Xafinity Capital Limited, Xafinity Services Limited, Xafinity Limited, Paymaster (1836) Limited, Claybrook Computing (Holdings) Limited, Claybrook Computing Limited, Xafinity Consulting Limited, Xafinity Solutions Limited, Xafinity Pensions Consulting Limited and Xafinity SIPP Services Limited.</p> <p>"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent.</p> <p>"Disclosure Letter" has the meaning given to that term in the Main SPA (each as defined in the Senior Facilities Agreement).</p>	Continuation page (3)

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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>Xafinity Holdings Limited (05321837)</p> <p>"Finance Documents", as defined in the Senior Facilities Agreement, means:</p> <ul style="list-style-type: none"> (a) the Senior Facilities Agreement; (b) any accession deed substantially in the form set out in Schedule 7 (<i>Form of Accession Deed</i>) to the Senior Facilities Agreement or any other form agreed between the Senior Agent and the Parent; (c) any acquisition facility commitment notice substantially in the form set out in Part IV of Schedule 3 (<i>Requests and notices</i>) to the Senior Facilities Agreement; (d) any acquisition facility request substantially in the form set out in Part III of Schedule 3 (<i>Requests and notices</i>) to the Senior Facilities Agreement; (e) any document relating to or evidencing the terms of an ancillary facility made available by any Ancillary Lender in accordance with Clause 7 (<i>Ancillary Facilities</i>) of the Senior Facilities Agreement; (f) any compliance certificate substantially in the form set out in Schedule 9 (<i>Form of Compliance Certificate</i>) to the Senior Facilities Agreement or any other form agreed between the Senior Agent and the Parent; (g) any letter or letters dated on or about the date of the Senior Facilities Agreement between the Senior Arranger and the Parent (or the Senior Agent and the Parent or the Security Agent and the Parent) setting out any of the fees referred to in Clause 15 (<i>Fees</i>) of the Senior Facilities Agreement; and any agreement setting out fees payable to the Senior Agent, the Senior Arranger, the Security Agent, a Senior Lender, a Hedge Counterparty (as defined in the Senior Facilities Agreement) or any Ancillary Lender referred to in paragraph 2.2(g) of Clause 2.2 (<i>Increase</i>), paragraph (n) of Clause 2.6 (<i>Acquisition Facilities</i>) or Clause 15.5 (<i>Interest, commission and fees on Ancillary Facilities</i>) of the Senior Facilities Agreement or under any other Finance Document (as defined in the Senior Facilities Agreement); (h) the Fund Guarantee; (i) any master agreement, confirmation, schedule or other agreement in a form which complies with the terms of the Intercreditor Agreement entered into or to be entered into by any Borrower (as defined in the Senior Facilities Agreement) and a Hedge Counterparty (as defined in the Senior Facilities Agreement) for the purpose of hedging the types of liabilities and/or risks in relation to the Term Facilities, each Acquisition Facility and the Mezzanine Facility (each as defined in the Senior Facilities Agreement) which, at the time that that master agreement, confirmation, schedule or other agreement (as the case may be) is entered into, pursuant to the hedging strategy described in the letter dated on or before the date of the Senior Facilities Agreement and made between the Senior Agent and the Parent describing the hedging arrangements to be entered into in respect of the interest rate liabilities of the Borrowers (as defined in the Senior Facilities Agreement) of, and in relation to, the Term Facilities and the Mezzanine Facility (each as defined in the Senior Facilities Agreement); 	Continuation page (4)

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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>Xafinity Holdings Limited (05321837)</p> <p>(j) the Intercreditor Agreement;</p> <p>(k) any resignation letter substantially in the form set out in Schedule 8 (<i>Form of Resignation Letter</i>) to the Senior Facilities Agreement;</p> <p>(l) any selection notice substantially in the form set out in Part II of Schedule 3 (<i>Requests and notices</i>) to the Senior Facilities Agreement given in accordance with Clause 13 (<i>Interest Periods</i>) of the Senior Facilities Agreement in relation to a Term Facility (as defined in the Senior Facilities Agreement);</p> <p>(m) each of the documents listed as being a transaction security document in paragraph 3(h) of Part IA of Schedule 2 (<i>Conditions precedent</i>) to the Senior Facilities Agreement, each of the documents listed as being a transaction security document in Part IV of Schedule 2 (<i>Conditions precedent</i>) to the Senior Facilities Agreement and any document required to be delivered to the Senior Agent under paragraph 14 of Part II of Schedule 2 (<i>Conditions precedent</i>) to the Senior Facilities Agreement together with any other document entered into by any Obligor (as defined in the Senior Facilities Agreement) creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors (as defined in the Senior Facilities Agreement) under any of the Finance Documents or the Mezzanine Finance Documents (each as defined in the Senior Facilities Agreement);</p> <p>(n) any utilisation request substantially in the relevant form set out in Part I of Schedule 3 (<i>Requests and notices</i>) to the Senior Facilities Agreement; and</p> <p>(o) any other document designated as a "Finance Document" by the Senior Agent and the Parent.</p> <p>Any reference in the Senior Facilities Agreement to a "Finance Document" or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerously) or replaced and includes any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under that Finance Document or other agreement or instrument.</p> <p>"Finance Documents" as defined in the Mezzanine Facility Agreement means</p> <p>(a) the Mezzanine Facility Agreement;</p> <p>(b) any accession deed substantially in the form set out in Schedule 7 (<i>Form of Accession Deed</i>) to the Mezzanine Facility Agreement or any other form agreed between the Mezzanine Agent and the Parent;</p>	Continuation page (5)

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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>Xafinity Holdings Limited (05321837)</p> <p>(c) any compliance certificate substantially in the form set out in Schedule 9 (<i>Form of Compliance Certificate</i>) to the Mezzanine Facility Agreement or any other form agreed between the Mezzanine Agent and the Parent;</p> <p>(d) any letter or letters dated on or about the date of the Mezzanine Facility Agreement between the Mezzanine Arranger and the Parent (or the Mezzanine Agent and the Parent or the Security Agent and the Parent) setting out any of the fees referred to in Clause 13 (<i>Fees</i>) of the Mezzanine Facility Agreement; and any agreement setting out fees payable to the Mezzanine Agent, the Mezzanine Arranger, the Security Agent, a Mezzanine Lender or a Hedge Counterparty (as defined in the Mezzanine Facility Agreement) referred to in paragraph (g) of Clause 2.2 (<i>Increase</i>) of the Mezzanine Facility Agreement or under any other Finance Document (as defined in the Mezzanine Facility Agreement);</p> <p>(e) the Fund Guarantee;</p> <p>(f) any master agreement, confirmation, schedule or other agreement in a form which complies with the terms of the Intercreditor Agreement entered into or to be entered into by the Borrower or any Borrower (as defined in the Senior Facilities Agreement) and a Hedge Counterparty (as defined in the Mezzanine Facility Agreement) for the purpose of hedging the types of liabilities and/or risks in relation to the Senior Term Facilities (as defined in the Mezzanine Facility Agreement), each Acquisition Facility (as defined in the Senior Facilities Agreement) and the Facility (as defined in the Mezzanine Facility Agreement) which, at the time that that master agreement, confirmation, schedule or other agreement (as the case may be) is entered into, pursuant to the hedging strategy described in the letter dated on or before the date of the Mezzanine Facility Agreement and made between the Mezzanine Agent and the Parent describing the hedging arrangements to be entered into in respect of the interest rate liabilities of the Borrower or any Borrower (as defined in the Senior Facilities Agreement) of, and in relation to, the Senior Term Facilities and the Facility (each as defined in the Mezzanine Facility Agreement);</p> <p>(g) the Intercreditor Agreement;</p> <p>(h) any resignation letter substantially in the form set out in Schedule 8 (<i>Form of Resignation Letter</i>) to the Mezzanine Facility Agreement;</p> <p>(i) any selection notice substantially in the form set out in Part II of Schedule 3 (<i>Requests and notices</i>) to the Mezzanine Facility Agreement given in accordance with Clause 11 (<i>Interest Periods</i>) of the Mezzanine Facility Agreement;</p> <p>(j) each of the documents listed as being a transaction security document in paragraph 3(i) of Part IA of Schedule 2 (<i>Conditions precedent</i>) to the Mezzanine Facility Agreement, each of the documents listed as being a transaction security document in Part IV of Schedule 2 (<i>Conditions precedent</i>) to the Mezzanine Facility Agreement and any document required to be delivered to the Mezzanine Agent under paragraph 14 of Part II of Schedule 2 (<i>Conditions precedent</i>) to the Mezzanine Facility Agreement together with any other document entered into by any Obligor (as defined in the Mezzanine Facility Agreement)</p>	Continuation page (6)

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Particulars of a mortgage or charge

6	<h3>Short particulars of all the property mortgaged or charged</h3>
	<p>Please give the short particulars of the property mortgaged or charged.</p>
Short particulars	<div data-bbox="306 369 1503 414"> Xafinity Holdings Limited (05321837) <div>Continuation page (7)</div> </div> <p>creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors (as defined in the Mezzanine Facility Agreement) under any of the Finance Documents or the Senior Finance Documents (each as defined in the Mezzanine Facility Agreement);</p> <p>(k) any utilisation request substantially in the relevant form set out in Part I of Schedule 3 (<i>Requests and notices</i>) to the Mezzanine Facility Agreement; and</p> <p>(l) any other document designated as a "Finance Document" by the Mezzanine Agent and the Parent.</p> <p>Any reference in the Mezzanine Facility Agreement to a "Finance Document" or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerously) or replaced and includes any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under that Finance Document or other agreement or instrument.</p> <p>"Fund Guarantee" means the letter dated on or about the date of the Senior Facilities Agreement from the Investors (as defined in the Senior Facilities Agreement) to AdventX2 Holdings Limited relating to funding of the payment of the Remedi Tax Liability (as defined in the Fund Guarantee).</p> <p>"Group" means AdventX2 Debtco Limited and its Subsidiaries for the time being.</p> <p>"Hedge Counterparty" means:</p> <p>(a) any person which is named on the signing pages to the Intercreditor Agreement as a Hedge Counterparty and;</p> <p>(b) any person which becomes party to the Intercreditor Agreement as a Hedge Counterparty pursuant to Clause 18.10 (<i>Creditor/Agent Accession Undertaking</i>) of the Intercreditor Agreement,</p> <p>which, in each case, is or has become party to the Senior Facilities Agreement as a Hedge Counterparty.</p> <p>"Hedging Agreements" means a Hedging Agreement as defined in the Senior Facilities Agreement and Related Rights.</p> <p>"Holding Company" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.</p> <p>"Insurances" of a Chargor means all contracts and policies of insurance of any kind at the date of the Security Document or in the future taken out by or on behalf of it or (to the extent of its interest) in which it at the date of the Security Document or in the future has an interest and Related Rights.</p>

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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

Xafinity Holdings Limited (05321837)

Continuation page (8)

"Intellectual Property" of a 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 at the date of the Security Document or in the future owns or (to the extent of its interest) in which it at the date of the Security Document 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) and Related Rights.

"Intercreditor Agreement" means the intercreditor agreement dated 8 January 2010 and made between, among others, the Parent, AdventX2 Holdings Limited, the Debtors (as defined in the Intercreditor Agreement), Barclays Bank PLC as Security Agent, Barclays Bank PLC as senior agent, Ares Capital Europe Limited as mezzanine agent, the Senior Lenders, the Senior Arranger, the Ancillary Lenders (as senior lenders), the Mezzanine Lenders, the Mezzanine Arrangers, the Structural Lender and the Intra-Group Lenders (each as defined in the Intercreditor Agreement).

"Intra-Group Loan Agreements" means any agreements (whether documented or not) or documents relating to material intercompany receivables of a Chargor and includes the intra-group loan agreements referred to in the Structure Memorandum (as defined in the Senior Facilities Agreement) and the Parent Loan (as defined in the Senior Facilities Agreement).

"Investments" of a Chargor means:

- (a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit (but not the Shares));
- (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments;
- (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 at the date of the Security Document or in the future owned by it or (to the extent of its interest) in which it at the date of the Security Document or in the future has an interest and Related Rights.

"Mandatory Prepayment Account" means:

- (a) up to and including the Senior Discharge Date, an interest-bearing account:
 - (i) held in London by a Borrower with a Lender (each as defined in the Senior Facilities Agreement);

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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

Xafinity Holdings Limited (05321837)

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- (ii) identified in a letter between the Parent and the Senior Agent as a Mandatory Prepayment Account;
- (iii) subject to the Agreed Security Principles (as defined in the Senior Facilities Agreement), subject to Transaction Security (as defined in the Senior Facilities Agreement) in favour of the Security Agent which Transaction Security is in form and substance satisfactory to the Senior Agent and Security Agent; and
- (iv) from which no withdrawals may be made by any members of the Group except as contemplated by the Senior Facilities Agreement,

(as the same may be redesignated, substituted or replaced from time to time); and

- (b) after the Senior Discharge Date until the Mezzanine Discharge Date, an interest-bearing account:

- (i) held in London by the Borrower with a Lender (each as defined in the Mezzanine Facility Agreement);
- (ii) identified in a letter between the Parent and the Mezzanine Agent as a Mandatory Prepayment Account;
- (iii) subject to the Agreed Security Principles (as defined in the Mezzanine Facility Agreement), subject to Transaction Security (as defined in the Mezzanine Facility Agreement) in favour of the Security Agent which Transaction Security is in form and substance satisfactory to the Mezzanine Agent and Security Agent; and
- (iv) from which no withdrawals may be made by any members of the Group except as contemplated by the Mezzanine Facility Agreement,

(as the same may be redesignated, substituted or replaced from time to time).

"Mezzanine Agent" means the Agent under and as defined in the Mezzanine Facility Agreement.

"Mezzanine Arranger" means any Arranger under and as defined in the Mezzanine Facility Agreement.

"Mezzanine Discharge Date" means the first date on which all Mezzanine Liabilities (as defined in the Intercreditor Agreement) have been fully and finally discharged to the satisfaction of the Mezzanine Agent (acting on the instructions of the Majority Mezzanine Lenders (as defined in the Intercreditor Agreement)), whether or not as a result of an enforcement, and the Mezzanine Lenders are under no further obligation to provide financial accommodation to any of the Debtors (as defined in the Intercreditor Agreement) under the Debt Documents (as defined in the Intercreditor Agreement).

"Mezzanine Facility Agreement" means the facility agreement dated 8 January 2010 between, among others, AdventX2 Debtco Limited as the parent, the financial institutions named therein as original lenders and Ares Capital Europe Limited as agent and Barclays Bank PLC as security agent.

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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>Xafinity Holdings Limited (05321837)</p> <p>"Mezzanine Lender" means:</p> <ul style="list-style-type: none"> (a) the financial institutions listed in Part II and Part III of Schedule 1 (<i>The original Parties</i>) to the Mezzanine Facility Agreement as lenders; and (b) any bank, financial institution, trust, fund or other entity which has become a party to the Mezzanine Facility Agreement as a lender in accordance with Clause 2.2 (<i>Increase</i>) or Clause 25 (<i>Changes to the Lenders</i>) of the Mezzanine Facility Agreement, <p>which in each case has not ceased to be a lender in accordance with the terms of the Mezzanine Facility Agreement.</p> <p>"Parent" means AdventX2 Debtco Limited.</p> <p>"Primary Creditors" means the Senior Creditors and the Mezzanine Lenders.</p> <p>"Real Property" means:</p> <ul style="list-style-type: none"> (a) any freehold, leasehold or immovable property; and (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold or immovable property. <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>"Related Rights" means, in relation to any asset, all or any:</p> <ul style="list-style-type: none"> (a) proceeds of sale of all or any part of that asset; (b) rights under any licence, agreement for sale, agreement for purchase, or agreement for lease in respect of that asset; (c) rights, benefits, claims, contracts, guarantees, warranties, representations (including given by manufacturers, suppliers, installers or any other third party or other person), remedies, security, indemnities or covenants for title in respect of that asset; and (d) moneys, claims and proceeds paid or payable in respect of that asset (including any sums of money, claims or proceeds deriving from or in relation to any court or arbitration, order, judgment or award). <p>"Secured Documents" means the Finance Documents as defined in the Senior Facilities Agreement and the Finance Documents as defined in the Mezzanine Facility Agreement. For the avoidance of doubt, the Finance Documents include any Hedging Agreement as defined in the Senior Facilities Agreement and any Hedging Agreement as defined in the Mezzanine Facility Agreement.</p> <p>Any reference to a "Secured Document", or any other agreement or instrument is a reference to that Secured Document or other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerous) or replaced and includes any change in the purpose of, any extension of or any increase in any facility or the</p>	Continuation page (10)

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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>Xafinity Holdings Limited (05321837)</p> <p>addition of any new facility under that Secured Document or other agreement or instrument.</p> <p>"Secured Parties" means the Security Agent, any Receiver or Delegate and each of the Agents, the Arrangers and the Primary Creditors from time to time but, in the case of each Agent, Arranger or Primary Creditor, only if it is a party to the Intercreditor Agreement or (in the case of an Agent or a Primary Creditor) has acceded to the Intercreditor Agreement, in the appropriate capacity, pursuant to Clause 18.10 (<i>Creditor/Agent Accession Undertaking</i>) of the Intercreditor Agreement.</p> <p>"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.</p> <p>"Senior Agent" means the Agent under and as defined in the Senior Facilities Agreement.</p> <p>"Senior Arranger" means any Arranger under and as defined in the Senior Facilities Agreement.</p> <p>"Senior Creditors" means the Senior Lenders and the Hedge Counterparties.</p> <p>"Senior Discharge Date" means the first date on which all Senior Liabilities (as defined in the Intercreditor Agreement) have been fully and finally discharged to the satisfaction of the Senior Agent (acting on the instructions of the Majority Senior Lenders (as defined in the Intercreditor Agreement)) (in the case of the Senior Lender Liabilities (as defined in the Intercreditor Agreement)) and each Hedge Counterparty (in the case of its Hedging Liabilities (as defined in the Intercreditor Agreement)), whether or not as the result of an enforcement, and the Senior Creditors are under no further obligation to provide financial accommodation to any of the Debtors (as defined in the Intercreditor Agreement) under the Debt Documents (as defined in the Intercreditor Agreement).</p> <p>"Senior Facilities Agreement" means the senior term and revolving facilities agreement dated 8 January 2010 between, amongst others, AdventX2 Debtco Limited as the Parent, the financial institutions named therein as original lenders and Barclays Bank PLC as Senior Agent and Security Agent.</p> <p>"Senior Lender" means:</p> <ul style="list-style-type: none"> (a) the financial institutions listed in Part II and Part III of Schedule 1 (<i>The original Parties</i>) to the Senior Facilities Agreement as lenders; and (b) any bank, financial institution, trust, fund or other entity which has become a party to the Senior Facilities Agreement as a lender in accordance with Clause 2.2 (<i>Increase</i>) or Clause 27 (<i>Changes to the Lenders</i>) of the Senior Facilities Agreement, <p>which in each case has not ceased to be a lender in accordance with the terms of the Senior Facilities Agreement.</p> <p>"Shares" means those shares listed in Schedule 4 (<i>Shares</i>) to the Security Document (as set out in Note (3) below) or any other Investment in a member of the Group at any time.</p> <p>"Subsidiary" means a subsidiary within the meaning of section 1159 of the Companies Act 2006.</p>	Continuation page (11)

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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

Xafinity Holdings Limited (05321837)

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Note (2):

The Real Property listed in Schedule 3 (*Real Property*) to the Security Document in relation to the Company is as follows:

None

Note (3):

The Shares listed in Schedule 4 (*Shares*) to the Security Document in relation to the Company are as follows:

Company Name	Subsidiary	Number and Class of shares
Xafinity Holdings Limited 05321837	Xafinity Group Limited	2,716,923 Ordinary Shares of £1 each

Note (4):

The Intellectual Property listed in Schedule 6 (*Intellectual Property*) to the Security Document in relation to the Company is as follows:

Trademarks

Country	Mark	Applicati on No.	Regist ration No.	Classes	Case Status (external)	Date Filed	Registered Date	Next Renewal Date	Owner
CTM (EU)	XAFINITY [WORD]	4497764	449776 4	09,36,42	Registere d	20/06/ 2005	16/06/2006	20/06/201 5	Xafinity Holdings Limited

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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>Xafinity Holdings Limited (05321837)</p> <p>Note (5):</p> <p>The Security Document provides that:</p> <p>1 Security: The Company shall not create or permit to subsist any Security over any Charged Asset, nor do anything else prohibited by clause 25.14 (<i>Negative pledge</i>) of the Senior Facilities Agreement or clause 23.14 (<i>Negative pledge</i>) of the Mezzanine Facility Agreement, except as permitted by those clauses.</p> <p>2 Disposal: The Company shall not (nor shall it 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 25.15 (<i>Disposals</i>) of the Senior Facilities Agreement or clause 23.15 (<i>Disposals</i>) of the Mezzanine Facility Agreement.</p> <p>3 Conversion by notice: The Security Agent may convert the floating Charge over all or any of the Charged Assets into a fixed Charge by notice in writing to the Company specifying the relevant Charged Assets (either generally or specifically):</p> <p>(a) if it reasonably considers it desirable to do so in order to protect or preserve the Charges over those Charged Assets and/or the priority of those Charges; and/or</p> <p>(b) while an Enforcement Event is continuing.</p> <p>4 Automatic conversion: If:</p> <p>(a) the Company takes any step to create any Security in breach of Clause 6.1 (<i>Security</i>) of the Security Document (as set out in paragraph 1 of this Note (5)) over any of the Charged Assets not subject to a fixed Charge; or</p> <p>(b) any person takes any step to effect any expropriation, attachment, sequestration, distress or execution or, in respect of assets in Scotland, diligence against any of those Charged Assets,</p> <p>the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge.</p>	Continuation page (13)

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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>Xafinity Holdings Limited (05321837)</p> <p>For the purposes of this Note (5):</p> <p>"Enforcement Event" means the occurrence of a Senior Acceleration Event or a Mezzanine Acceleration Event.</p> <p>"Mezzanine Acceleration Event" means the Mezzanine Agent exercising any of its rights under clause 24.20 (<i>Acceleration</i>) of the Mezzanine Facility Agreement other than placing the Mezzanine Facility (as defined in the Intercreditor Agreement) on demand.</p> <p>"Senior Acceleration Event" means the Senior Agent exercising any of its rights under clause 26.20 (<i>Acceleration</i>) of the Senior Facilities Agreement other than placing the Senior Facilities (as defined in the Intercreditor Agreement) on demand.</p>	Continuation page (14)



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5321837
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FIXED AND FLOATING SECURITY
DOCUMENT DATED 27 JANUARY 2010 AND CREATED BY
XAFINITY HOLDINGS 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 1 FEBRUARY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 FEBRUARY
2010

L/C
J.B.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES