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

*insert full name
of Company

COMPANIES FORM No. 395

166842/13

Particulars of a mortgage or charge

395

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[1 2]

05460456

Name of company

* Fixnetix Limited (the "Borrower")

Date of creation of the charge

8th August 2008

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

Debenture made between the Borrower (1) and the Lender (2) (the
"Debenture")

Amount secured by the mortgage or charge

Please see schedule 1 attached

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

ETV Capital S A
6 rue Philippe II, L-2340,
Luxembourg (the "Lender")

Postcode

Presenter's name address and
reference (if any)

Taylor Wessing LLP
Carmelite
50 Victoria Embankment
London
EC4Y 0DX

AKG/TBL

Time critical reference

ETV-1-609 / Deb Fixnetix

For official Use (06/2005)

Mortgage Section

Post room

THURSDAY



A05 *AUZ00292* 14/08/2008 206
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see schedule 2 attached

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

Particulars as to commission allowance or discount (note 3)

Nil

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

Signed TAYLOR WESSING LLP

Date 12 AUGUST 2008

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

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**

Definitions

In this form 395 and schedules the following expressions have the following meanings, unless the context otherwise requires

"Book Debts" means

- (a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions), both present and future, due, owing to or which may become due, owing to or purchased or otherwise acquired by the Borrower, and
- (b) the benefit of all rights whatsoever relating to the debts referred to above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets),

"Charged Property" means the whole or any part of the property, assets, income and undertaking of the Borrower from time to time mortgaged, charged or assigned to the Lender pursuant to the Debenture,

"Contracts" means all the Borrower's rights, title, interest and benefit in and to any contract in respect of the whole or any part of the Charged Property to which the Borrower is a party,

"Derivative Assets" means all stocks, shares, warrants or other securities, rights, dividends, interest or other property (whether of a capital or income nature) accruing, offered, issued or deriving at any time by way of dividend, bonus, redemption, exchange, purchase, substitution, conversion, consolidation, subdivision, preference, option or otherwise attributable to any of the Shares or any Derivative Assets previously described,

"Event of Default" means any of those events or circumstances set out in clause 15 (Events of Default) of the Loan Agreement,

"Fixtures" means all assets of whatsoever nature, apart from land and buildings, forming part of any freehold or leasehold property owned by the Borrower and deemed by law to be immovable property,

"Floating Charge Property" has the meaning given to this term in clause 4(d) of the Debenture,

"Insolvency Act" means the Insolvency Act 1986 unless otherwise stated,

"Intellectual Property" means the intellectual property described in schedule 3 (Intellectual Property) together with all other intellectual property presently or in the future owned by the Borrower in any part of the World including without limitation subsisting patents and subsisting rights of a similar nature to patents, applications for patents and such rights, divisions prolongations, renewals, extensions, supplementary protection certificates and continuations of such applications for patents, registered and unregistered trade marks, registered and unregistered service marks, registered and unregistered designs, utility models (in each case for their full period and all extensions and renewals of them), applications for any of them and the right to apply for any of them in any part of the World, inventions, processes, software, formulae, technology (whether patentable or not) data, drawings, specifications, business or

trade secrets, technical information, confidential information, Know how, business names, trade names, brand names, domain names, database rights, copyright and rights in the nature of database rights and copyright, design rights, semiconductor topography rights, get up and any uniform resource identifiers and any similar rights existing in any country and all legal equitable and other rights in any of them, and the benefit (subject to the burden) of any and all agreements and licences (where such agreements and licences permit the creation of security and assignment) in connection with any of the foregoing and all present and future rights and causes of action whenever and wherever accrued to the Borrower in respect of the infringement of the foregoing intellectual property rights including rights and causes of action arising out of the agreements, arrangements and licences in connection with the foregoing but excluding all such Intellectual Property constituting computer software which is acquired or licensed from third parties and is generally available to businesses in the United Kingdom,

"Loan Agreement" means the Loan Agreement dated 8th August 2008 and made between the Borrower and the Lender,

"Plant and Machinery" means all plant and machinery, equipment, fittings, installations and apparatus, inventory, furniture, tools, motor vehicles and all other such assets (other than Fixtures) whatsoever, wherever situate, which are now, or at any time after the date of the Debenture become, the property of the Borrower,

"Property" means all estates and other interests in any freehold, leasehold or other immovable property (including, without limitation, all Fixtures on such property) which are now, or at any time after the date of the Debenture become, the property of the Borrower, all proceeds of sale derived from such property and the benefit of all covenants to which the Borrower is entitled in respect of such property,

"Rights" means all the Borrower's rights, title and interest from time to time in any lease, licence or occupational right whatsoever together with the entire benefit of all the Borrower's rights, title and interest from time to time in any renewal of, replacement of or variation to any such lease, licence or occupational right (including, without limitation, all its rights, title and interest in any occupational lease, agreement for any occupational lease and any associated agreements which may be granted by the Borrower or any person deriving title from the Borrower from time to time over or in respect of the whole or any part of the Property and any other properties (freehold or leasehold) in which the Borrower has an interest),

"Shares" means all stocks, shares and other securities held by the Borrower or any nominee of the Borrower

Schedule 1

Amount secured by the mortgage or charge

10.
All moneys, debts and liabilities from time to time due, owing or incurred by the Borrower to the Lender on any current or other account whatsoever pursuant to the Facility Documents in each case

- (a) whether present or future,
- (b) whether alone or jointly with any other person,
- (c) whether actual or contingent,
- (d) whether as principal or as surety,
- (e) in whatsoever name, firm or style,
- (f) in whatsoever currency denominated, or
- (g) otherwise,

including, without limitation, all liabilities in connection with foreign exchange transactions, accepting, endorsing or discounting notes or bills, under bonds, guarantees, indemnities, documentary or other credits or any instruments from time to time entered into by the Lender for or at the request of the Borrower together with interest to the date of payment at such rates and upon such terms as may from time to time be agreed and all commission, fees, costs (including, without limitation, legal fees) on a full indemnity basis and other charges,

(the "Secured Liabilities")

Schedule 2

Short particulars of the property mortgaged or charged

1. Security

By way of continuing security in favour of the Lender for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee charged to the Lender or assigned to the Lender (as the case may be) the property set out below in the manner set out below

(a) *Property*

By way of first fixed charge the Property and all Rights relating to such Property

(b) *Intellectual Property*

By way of first fixed charge, all the Intellectual Property owned by the Borrower

(c) *Shares*

By way of first fixed charge, the Shares and Derivative Assets

(d) *Goodwill* ✓

By way of first fixed charge, all the goodwill and uncalled capital for the time being of the Borrower

(e) *Floating charge* ✓

By way of first floating charge, all the undertaking and assets of the Borrower whatsoever, (including but without limitation the Contracts, the Book Debts, the Plant and Machinery and the Shares and Derivative Assets) wherever situate, whether movable, immovable, present or future (including, without limitation, its uncalled capital for the time being and all the undertaking and assets of the Borrower referred to above which are, for any reason, not validly charged or assigned pursuant to clauses 4(a) (Property) to 4(d) (Goodwill) (inclusive) of the Debenture) (the "Floating Charge Property")

The floating charge created by the Debenture is a qualifying debenture for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act

2. Conversion of floating charge

2.1 *Conversion by notice*

The Lender may by notice to the Borrower convert the floating charge contained in the Debenture into a fixed charge as regards such Charged Property as the Lender may specify (whether generally or specifically) in that notice (i) if it reasonably considers that it would be desirable to do so in order to protect, preserve or supplement the charges over the Charged Property or the priority of those charges, or (ii) on, or at any time following, the occurrence of an Event of Default (where the Event of Default is continuing at the relevant time), or both

2 2 *Automatic conversion*

If, without the prior written consent of the Lender, the Borrower creates any Security Interest other than a Permitted Security Interest over any of the Charged Property not expressed to be subject to a fixed charge under the Debenture, or attempts to do so, or if any person levies or attempts to levy any distress, attachment, execution or other legal process against any of such Charged Property, or if any steps are taken for the appointment of, or notice is given of intention to appoint, an administrator in relation to the Borrower, the floating charge created by the Debenture over the Charged Property the subject of such Security Interest or process will automatically, without notice, be converted into a fixed charge as soon as such event occurs

PROVIDED THAT the floating charge contained in the Debenture may not be converted into a fixed charge solely by reason of the obtaining of a moratorium or anything done with a view to obtaining a moratorium by an eligible company (as defined by Schedule A1 of the Insolvency Act), under the Insolvency Act

2 3 *Reconversion*

Any fixed charge created under Clause 5 1 or 5 2 of the Debenture may be reconverted by the Lender (at its discretion) into a floating charge

3. **Negative pledge**

The Borrower shall not

- (a) create, purport to create or allow to subsist, any Security Interest over the whole or any part of the Charged Property except for any Permitted Security Interest,
- (b) convey, assign, transfer, or agree to convey, assign or transfer the whole or any part of the Charged Property other than Floating Charge Property in the ordinary course of business,
- (c) permit or agree to any variation of the rights attaching to the whole or any part of the Charged Property other than the Floating Charge Property in the ordinary course of business,
- (d) knowingly, do, cause or permit to be done anything which may in the opinion of the Lender, in any way depreciate, jeopardise or otherwise prejudice the value to the Lender (whether monetary or otherwise) of the whole or any part of the Charged Property other than Floating Charge Property in the ordinary course of business,
- (e) release, exchange, compound, set off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Book Debts except in the ordinary course of business, or
- (f) take any steps for the appointment of an administrator without first giving the Lender 10 Business Days' notice of its intention to do so

SCHEDULE 3

Intellectual Property

The software products known as

- "Fixnetix Bridge"
- "Fixnetix API"
- "Database storage for captured level 1 data"
- "Comstock CTF Feed Handler"
- "Euro MTS Feed Handler"
- "CEF Ultra Feed Handler"
- "Reference Data Download"
- "mama watch Vs RFA"



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5460456
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 8 AUGUST
2008 AND CREATED BY FIXNETIX LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO ETV CAPITAL S.A ON ANY ACCOUNT WHATSOEVER
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT
1985 ON THE 14 AUGUST 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 AUGUST 2008

Pl
LIX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES