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COMPANIES FORM No 395

Particulars of a mortgage or charge

109761/65
395

CHFP000

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

Please do not write
in this margin
Please complete
legibly, preferably
in black type or
bold block lettering

Pursuant to section 395 of the Companies Act 1985

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

For Official use

Company Number

3

00756582

Name of Company

Xafinity Limited (the "Company")

*insert full name of
company

Date of creation of the charge

12 July 2005

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

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Amount secured by the mortgage or charge

The "Liabilities", which are defined in the Security Document as meaning all present and future moneys, debts and liabilities due, owing or incurred by any Chargor to any Senior Finance Party under or in connection with any Senior Finance Document, to any Mezzanine Finance Party under or in connection with any Mezzanine Finance Document or to any PIK Noteholder under or in connection with any PIK Note Documents (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise) but not any liability to the extent that it would result in the Security Document constituting unlawful financial assistance within the meaning of Section 151 of the Companies Act 1985 or any equivalent and applicable provisions under the laws of the jurisdiction of incorporation of the relevant Chargor.

Name and address of the mortgagees or persons entitled to the charge

Calyon as security trustee for the benefit of the Senior Finance Parties, the Mezzanine Finance Parties and the PIK Noteholders

Broadwalk House, 5 Appold Street, London

Postcode

EC2A 2DA

Presentor's name address and
reference (if any):

Linklaters
One Silk Street
London EC2Y 8HQ
Tel: 020 7456 2000

Please return
via:
London Courier

Ref: Tim Ross/Louisa Noel

Time critical reference

For official Use
Mortgage Section

Post room



(PLEASE SEE ATTACHED CONTINUATION SHEET)

Please do not write
in this margin

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

0,
x
95

Particulars as to commission allowance or discount (note 3)

Nil

Signed *hinklaters*

Date *14 July 2005*

On behalf of the chargee

A fee of £13 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

Note

[†] Delete as appropriate

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, e.g. "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 including 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. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:-

Name of Company

Xafinity Limited

Company Number

00756582

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

Fixed and Floating Security Document (the "**Security Document**") dated 12 July 2005 between the Company, Entegria Limited, Paymaster (1836) Limited, Claybrook Computing (Holdings) Limited and Claybrook Computing Limited as the chargors and Calyon as security trustee for the benefit of the Senior Finance Parties, the Mezzanine Finance Parties and the PIK Noteholders (the "**Security Trustee**", which expression includes its successors in title, permitted assigns and permitted transferees and any person for the time being appointed as security trustee or security trustees in accordance with the Senior Finance Documents.)

Short particulars of all the property mortgaged or charged**1 Fixed Charges**

The Company, with full title guarantee and as security for the payment of all Liabilities (whether of the Company or of any other Chargor), charged in favour of the Security Trustee (as trustee for the Senior Finance Parties, the Mezzanine Finance Parties and the PIK Noteholders):

1.1 Present Real Property: by way of first legal mortgage, all Real Property in England and Wales (including that described in Schedule 3 (*Real Property*) to the Security Document, as set out in Note (3) below) belonging to it at the date of the Security Document.

1.2 Future Real Property: by way of first fixed equitable charge, all other Real Property belonging to it at the date of the Security Document and all Real Property acquired by it in the future.

1.3 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*) the Security Document (as set out in paragraph 3 below);
- (c) Investments and Shares;
- (d) uncalled capital and goodwill;
- (e) Intellectual Property;
- (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*) and 1.2 (*Future Real Property*) above) and Related Rights;
- (h) 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 (*Fixed Charges*) 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;
- (i) future easements and other rights at any time vested in, or conferred on, the Company in connection with or otherwise for the benefit of the Charged Assets;
- (j) (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; and
- (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)) all rights, title and interest under each Hedging Agreement.

2 Floating Charge

2.1 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 Trustee (as trustee for the Senior Finance Parties, the Mezzanine Finance Parties and the PIK Noteholders) by way of first floating charge its undertaking and all its assets, both present and future (including assets expressed to be charged by the Security described in paragraph 1 (*Fixed Charges*) above) or assigned by Clause 3 (*Assignment*) of the Security Document (as set out in paragraph 3 below)).

Short particulars of all the property mortgaged or charged**3 Assignment**

The Company, with full title guarantee, assigned absolutely to the Security Trustee all its present and future:

- 3.1.1 right, title and interest in and to all Insurances;
- 3.1.2 rights in relation to its Real Property (except those charged by paragraphs (a) and (b) of Clause 3.1 (*Fixed Charges*) of the Security Document (as set out in paragraph 1 above)), including all rights against all past, present and future undertenants of its Real Property and their respective guarantors and sureties;
- 3.1.3 right, title and interest in and to any Hedging Agreements; and
- 3.1.4 right, title and interest in and to the Assigned Accounts.

Note (1): The Security Document provides that:

- 1 Security:** The Company shall not create or permit to subsist any Security over any Charged Asset, nor do anything else prohibited by Clause 27.15 (*Negative Pledge*) of the Senior Facilities Agreement, except as permitted by that clause.
- 2 Disposal:** The Company shall not (nor shall it agree to) enter into a single transaction or 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 27.16 (*Disposals*) of the Senior Facilities Agreement.
- 3 Conversion by Notice:** The Security Trustee 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):
 - (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
 - (b) while an Enforcement Event is continuing.

4 Automatic Conversion: If:

- (a) the Company takes any step to create any Security in breach of paragraph 1 (*Security*) of this Note (1) over any of the Charged Assets not subject to a fixed Charge; or
- (b) any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets,

the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge.

Note (2): In this Form, except to the extent that the context requires otherwise:

any reference to “**assets**” includes present and future properties, revenues and rights of every description.

“**Assigned Accounts**” means each Mandatory Prepayment Account, each Holding Account (each as defined in the Senior Facilities Agreement) and any other Bank Account designated as such from time to time by the Security Trustee in writing and in each case Related Rights.

“**Authorisation**” means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

Short particulars of all the property mortgaged or charged

"Bank Accounts" of the Company means all current, deposit or other accounts with any bank or financial institution in which the Company 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.

"Book Debts" of the Company 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 the Company and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind.

"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets.

"Charges" means all or any of the Security created or expressed to be created by or pursuant to the Security Document.

"Chargors" means Entegria Limited, Paymaster (1836) Limited, Claybrook Computing (Holdings) Limited, Claybrook Computing Limited and the Company.

"Enforcement Event" means an Event of Default.

"Event of Default" means any event or circumstance specified as such in Clause 28 (*Events of Default*) of the Senior Facilities Agreement.

"Finance Documents" means the Senior Finance Documents, the Mezzanine Finance Documents and the PIK Note Documents.

any reference 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, restated or replaced and includes any increase in, extension of or change to any facility made available under that Finance Document or other agreement or instrument.

"Fixtures" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus (but excluding all Landlord's fixtures in relation to any leasehold property).

"Group" means the Parent and each of its Subsidiaries (as defined and construed in the Senior Facilities Agreement) and including, on and from the Closing Date, the Target and each of its Subsidiaries for the time being (each as defined and construed in the Senior Facilities Agreement).

"Hedging Agreements" means any master agreement, confirmation, schedule or other agreement in agreed form entered into or to be entered into by a Borrower and a Hedge Counterparty (each as defined and construed in the Senior Facilities Agreement) for the purpose of hedging interest rate liabilities in relation to the facilities made available under the Senior Facilities Agreement and the Mezzanine Facility Agreement in accordance with the Hedging Letter (as defined in the Senior Facilities Agreement).

"Insurances" of the Company 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 the Company or (to the extent of its interest) in which the Company at the date of the Security Document or in the future has an interest and Related Rights.

"Intellectual Property" of the Company means all trade marks, service marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights,

Short particulars of all the property mortgaged or charged

copyrights, topography rights, database rights, rights in confidential information and know-how, and any associated or similar rights anywhere in the world, which the Company at the date of the Security Document or in the future owns or (to the extent of its interest) in which the Company 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.

"Investments" of the Company means:

- (i) 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);
- (ii) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments;
- (iii) 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
- (iv) 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 the Company or (to the extent of its interest) in which the Company at the date of the Security Document or in the future has an interest.

"Mezzanine Facility Agreement" means the mezzanine facility agreement dated 8 April 2005 and made between Xafinity Consulting Limited (formerly Chantbright Limited) as parent, Xafinity Services Limited (formerly Sprintdrive Limited) as original borrower, Xafinity Consulting Limited (formerly Chantbright Limited) and Xafinity Services Limited (formerly Sprintdrive Limited) as original guarantors, Calyon as agent, Calyon Corporate and Investment Bank and SG Corporate and Investment Banking as arranger, Calyon as security trustee and the persons named in that mezzanine facility agreement as original lenders.

"Mezzanine Finance Document" means the Mezzanine Facility Agreement, the Syndication, Hedging and Fee Letter, any Accession Letter, the Structural Intra-Group Loan Agreement, the Company Intra-Group Loan Agreement, any Compliance Certificate, any Hedging Agreement, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request (each as defined and construed in the Mezzanine Facility Agreement) and any other document designated as a "Finance Document" by the Agent (as defined and construed in the Mezzanine Facility Agreement) and the Parent.

"Mezzanine Finance Party" means the Agent, the Arranger, the Security Trustee, a Lender, a Hedge Counterparty or the Funding Noteholders (each as defined and construed in the Mezzanine Facility Agreement).

any reference to a **"person"** includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing.

"Parent" means Xafinity Consulting Limited (formerly Chantbright Limited).

Short particulars of all the property mortgaged or charged

"PIK Notes" means the PIK notes due 2015 issued by the Parent to the PIK Noteholders in an initial principal amount of £5,000,000.

"PIK Note Documents" means the PIK Notes and the PIK Note Instrument in agreed form and any documents entered into pursuant to any of them.

"PIK Note Instrument" means the instrument pursuant to which the PIK Notes are, or are to be, constituted.

"PIK Noteholders" means Massachusetts Mutual Life Insurance Company or its successors title, permitted assigns and permitted transferees.

"Real Property" means:

- (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,

and includes:

- (i) all buildings and Fixtures on that property;
- (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the relevant Chargor in respect of that property or any monies payable in respect of those covenants; and
- (iii) all Related Rights in respect of that property.

"Related Rights" means, in relation to any asset, all or any:

- (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).

"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.

"Senior Facilities Agreement" means the senior multicurrency term and revolving facilities agreement dated 8 April 2005 between Xafinity Consulting Limited (formerly Chantbright Limited) as parent, Xafinity Services Limited (formerly Sprintdrive Limited) as original borrower, Xafinity Consulting Limited (formerly Chantbright Limited) and Xafinity Services Limited (formerly Sprintdrive Limited) as original guarantors, Calyon as agent, security trustee and issuing bank, Calyon Corporate & Investment Bank and SG Corporate & Investment Banking (whether acting individually or together) as arranger and Calyon and Société Générale, London Branch as original lenders.

"Senior Finance Document" means the Senior Facilities Agreement, the Syndication, Hedging and Fee Letter, any Accession Letter, any Ancillary Document, the Structural Intra-Group Loan

Name of Company

Xafinity Limited

Company Number

00756582

Short particulars of all the property mortgaged or charged

Agreement, the Company Intra-Group Loan Agreement, any Compliance Certificate, any Hedging Agreement, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request (each as defined and construed in the Senior Facilities Agreement) and any other document designated as a "Finance Document" by the Agent (as defined and construed in the Senior Facilities Agreement) and the Parent.

"Senior Finance Party" means the Agent, the Arranger, the Security Trustee, a Lender, the Issuing Bank, a Hedge Counterparty or any Ancillary Lender (each as defined and construed in the Senior Facilities Agreement).

"Shares" means those shares listed in Schedule 4 (*Shares*) to the Security Document, as set out in Note (4) below, or any other Investment in a member of the Group at any time.

Note (3): The Real Property specified in Schedule 2 (*Real Property*) to the Security Document in relation to the Company is as follows:

None.

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

Xafinity Limited

342,500 ordinary shares of £1 each in Entegria Limited

2,276,344 ordinary shares of 1p each in Claybrook Computing (Holdings) Limited

100 ordinary shares of £1 each in Paymaster (1836) Limited

Note (5): The Bank Accounts specified in Schedule 5 (Bank Accounts) to the Security Document in relation to the Company are as follows:

None.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00756582

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIXED AND FLOATING SECURITY DOCUMENT DATED THE 12th JULY 2005 AND CREATED BY XAFINITY LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY CHARGOR TO ANY SENIOR FINANCE PARTY, ANY MEZZANINE FINANCE PARTY OR TO ANY PIK NOTEHOLDER 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 14th JULY 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19th JULY 2005.

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Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES