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* Insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

2056541

Name of company

Exotix Limited, whose registered office is at 2 Broadgate, London, EC2M 7UR (the "Chargor")

Date of creation of the charge

30 March 2007

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

A debenture (the "Debenture") dated 30 March 2007 between, the Chargor, Exotix Investments Limited and Intercapital plc (the "Security Agent")

Amount secured by the mortgage or charge

All money, liabilities and amounts due owing or incurred to any Secured Party (as defined in the Schedule to this Form 395) by the Charging Companies (as defined in the Schedule to this Form 395) (or any of them) under (a) the Finance Documents (as defined in the Schedule to this Form 395), and (b) for so long as any amount is outstanding or owing under the Finance Documents, the Clearing Agreement (as defined in the Schedule to this Form 395), at present or in the future, in any manner whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon except for any money or liability which, if it were so included, would cause the infringement of section 151 of the Companies Act 1985 (the "Secured Obligations")

The capitalised terms used in this Form 395 and not otherwise defined shall have the meaning given to them in the Schedule attached to this Form 395

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

Intercapital plc, a company incorporated in England and Wales, with registered number 01423001, whose registered office is at 2 Broadgate, London, EC2M 7UR

Postcode EC2M 7UR

Presenter's name, address and
reference (if any)

Sidley Austin (UK) LLP
25 Basinghall Street
London
EC2V 5HA
Ref MBW/35399/10030

Time critical reference

For official use (02/2006)
Mortgage Section

Post room

THURSDAY



LD3
COMPANIES HOUSE

480

M395/1

Short particulars of all the property mortgaged or charged

Fixed Charges

The Chargor, as continuing security for the payment and discharge of the Secured Obligations, charged in favour of the Security Agent (as security agent and trustee for itself and the other Secured Parties) with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest

- (a) by way of first legal mortgage, all estates and interests in the Properties together with all buildings and fixtures (including trade fixtures) on the Properties, and
- (b) by way of first fixed charge
 - (1) all the Subsidiary Shares and Investments and all corresponding Distribution Rights,

[Continued on continuation sheet 1, page 4]

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

† Delete as
appropriate

Particulars as to commission allowance or discount (note 3)

Signed

Sidley Austin LLP

Date 5 April 2007

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

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 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 situated 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 are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is - Companies House, Crown Way, Cardiff CF4 3UZ.

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Particulars of a mortgage or charge (continued)

Continuation sheet No 1
to Forms Nos 395 and 410 (Scot)

Company number

2056541

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Name of company

Exotix

Limited*

*Delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

1. *Introduction*
 2. *Methodology*
 3. *Results*
 4. *Discussion*
 5. *Conclusion*
 6. *References*
 7. *Appendix*
 8. *Index*
 9. *Glossary*
 10. *Notes*
 11. *Footnotes*
 12. *Endnotes*
 13. *Tables*
 14. *Figures*
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Short particulars of all the property mortgaged or charged (continued)

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- (ii) all other estates or interests (not charged under clause (a) above of "Fixed Charges") in the Properties and any other freehold, leasehold or other immoveable property now or at any time during the continuance of the Security belonging to, or charged to, the Chargor, the buildings and fixtures (including trade fixtures) thereon, all proceeds of sale derived therefrom and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land,
- (iii) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto,
- (iv) all Book Debts and all rights and claims against third parties and against any security in respect of Book Debts and any proceeds of such rights and claims,
- (v) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of such debts and claims and any proceeds of such rights and claims,
- (vi) all monies standing to the credit of its accounts (including the Nominated Accounts and the Collection Account(s)) with any bank, financial institution or other person,
- (vii) all its Intellectual Property Rights,
- (viii) the benefit of all consents and agreements held by it in connection with the use of any of its assets,
- (ix) its goodwill and uncalled capital now or at any time hereafter in existence, and
- (x) if not effectively assigned by clause 3.3 of the Debenture Security Assignment) (as described below under "Security Assignment"), all its rights and interests in (and claims under) the Assigned Agreements

Floating Charge

- (a) As further security for the payment of the Secured Obligations, the Chargor charged with full title guarantee in favour of the Security Agent (as security agent and trustee for itself and the other Secured Parties) by way of first floating charge all its present and future assets, including any expressed to be charged by way of first fixed charge under Clause 3.1 of the Debenture (Fixed Charges) (as described above under "Fixed Charges") or assigned under Clause 3.3 of the Debenture (Security Assignment) (as described below under "Security Assignment")
- (b) The floating charge created by the Chargor by clause (a) of "Floating Charge" (as described above) shall rank behind all the fixed charges created by the Chargor by or pursuant to the Debenture to the extent that they are valid and effective as fixed charges, but shall rank in priority to any other security hereafter created by it

[Continued on continuation sheet 2 page 4]

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Particulars of a mortgage or charge (continued)

Continuation sheet No 2
to Forms Nos 395 and 410 (Scot)

Company number

2056541

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Name of company

Exotix

Limited*

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inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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- (c) Paragraph 14 of Schedule B1 to the IA 86 (incorporated by Schedule 16 of the Enterprise Act 2002) applies to any floating charge created pursuant to the Debenture

Security Assignment

- (a) As further security for the payment of the Secured Obligations, the Chargor assigned absolutely with full title guarantee to the Security Agent (as security agent and trustee for itself and the other Secured Parties) all its rights, title and interest in the proceeds of any insurances and in the Assigned Agreements, and any other agreements, contracts, deeds, undertakings, guarantees, warranties or other documents now or hereafter entered into by or given to the Chargor provided that on payment or discharge in full of the Secured Obligations the Security Agent will at the request and cost of the Chargor re-assign the Assigned Agreements to the Chargor (or as it shall direct)
- (b) Until the Security has become enforceable, but subject to Clause 8 7 of the Debenture (see below), the Chargor may continue to deal with the counterparties to the relevant Assigned Agreements

Clause 8 7 of the Debenture requires the Chargor to diligently perform its obligations under the Assigned Agreements, to not amend the Assigned Agreements, to not waive any rights under the Assigned Agreements nor terminate an Assigned Agreement without the consent of the Security Agent, and to give notice, at the relevant time, to the other parties to the Assigned Agreements and the insurers under the Insurances of any assignments of rights under the Assigned Agreements

Negative Pledge and Disposal Restrictions

The Chargor may not

- (a) create or agree to create or permit to subsist any Security Interest over all or any part of the Charged Property,
- (b) sell, transfer, lease out, lend or otherwise dispose of, whether by means of one or a number of transactions related or not and whether at one time or over a period of time, all or any part of the property and assets charged pursuant to Clause 3 1 of the Debenture (*Fixed Charges*) (as described above under "*Fixed Charges*") or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so, or
- (c) dispose of the equity of redemption in respect of all or any part of the Charged Property, except as permitted by the Credit Agreement, the Debenture or with the prior consent of the Security Agent (any asset disposed of pursuant to such permission, but not (for the avoidance of doubt) the proceeds of such disposal, shall be deemed released from the security created pursuant to the Debenture)

Schedule

In this Form 395 the following terms shall have the following meanings,

"Assigned Agreements" means the agreements specified in Part 2 of Schedule 1 of the Debenture,

"Book Debts" means all book and other debts arising in the ordinary course of trading now or from time to time owing to the Chargor,

"Borrowers" means the Chargor and Exotix Investments Limited (a company incorporated in England and Wales with registered number 4829686 whose registered office is at 2 Broadgate, London, EC2M 7UR),

"Charged Property" means the property, assets or income mortgaged, charged or assigned to the Security Agent by the Debenture,

"Charging Companies" means the Chargor, Exotix Investments Limited (as described above) and each company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed,

"Clearing Agreement" means the clearing agency agreement among the Borrowers and ICAP Securities Limited, as clearing agent,

"Collection Account(s)" means the account(s) of the Chargor set out in Schedule 3 of the Debenture and/or such other accounts as the Chargor and the Security Agent shall agree from time to time or (at any time after the Security has become enforceable) as the Security Agent shall specify,

"Credit Agreement" means the revolving credit facility agreement dated the date of the Debenture under which Intercapital plc has made available up to £5,000,000 revolving credit facility to the Borrowers,

"Distribution Rights" means all dividends, distributions and other income paid or payable on an Investment or Subsidiary Share, together with all shares or other property derived from that Investment or Subsidiary Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Investment or Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise);

"Finance Documents" means the Credit Agreement, the Security Documents and any other document designated as a **"Finance Document"** by the Borrowers and the Lender,

"Group" means each of the Borrowers and each Borrower's Subsidiaries from time,

"Group Company" mean a member of a Group,

"IA 86" means the Insolvency Act 1986,

"Insurances" means all policies of insurance and all proceeds of them either now or in the future held by, or written in favour of, the Chargor or in which it is otherwise interested, but excluding any third party liability or public liability insurance and any directors and officers insurance,

"Intellectual Property Rights" means all patents and patent applications, trade and service marks and trade and service mark applications (and all goodwill associated with any patents, trade and service marks, whether registered, under application for registration or otherwise), all brand and trade names, all copyrights and rights in the nature of copyright, all design rights, all registered designs and applications for registered designs, all inventions, all trade secrets, all know-how and all other intellectual property rights throughout the world,

"Investment" means any stock, share, debenture, loan stock, security, interest in any investment fund and any other comparable investment (whether or not marketable) whether owned directly by or to the order of the Chargor or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Subsidiary Shares),

"Lender" means Intercapital plc, a company incorporated in England and Wales with registered number 01423001, whose registered office is at 2 Broadgate, London, EC2M 7UR,

"Nominated Accounts" means the accounts nominated as such, from time to time by the Security Agent, for the collection of Other Debts,

"Other Debts" means all debts and monetary claims (other than Book Debts) owed to the Chargor and all rights held by the Chargor against third parties in respect of such debts and claims and any proceeds of such rights and claims,

"Properties" means all freehold and leasehold property from time to time owned by the Chargor or in which the Chargor is otherwise interested, including the property, if any, specified in Part 1 of Schedule 1 of the Debenture (or, as the case may be, Schedule 1 of the relevant Security Accession Deed),

"Secured Parties" means the Security Agent, the Lender, ICAP Securities Limited (incorporated in England under Company Number 00500777) and any party designated as a **"Finance Party"** under the Credit Agreement from time to time in writing by the Security Agent,

"Security" means the security created or purported to be created by the Debenture,

"Security Accession Deed" means a deed executed by a Group Company substantially in the form set out in Schedule 5 of the Debenture (Form of Security Accession Deed), with those amendments which the Security Agent may approve or reasonably require,

"Security Documents" means the Debenture and each other document creating, evidencing or granting a Security Interest in favour of the Security Agent in relation to the obligations of the Borrowers under any Finance Document,

"Security Interest" means any mortgage, charge (fixed or floating), pledge, lien, hypothecation, right of set off, security trust, assignment by way of security, reservation of

title, any other security interest or any other agreement or arrangement (including a sale and repurchase arrangement) having the commercial effect of conferring security,

"Subsidiary" means a subsidiary and a subsidiary undertaking as defined in Sections 736 and 258 of the Companies Act 1985 respectively, and

"Subsidiary Shares" means all shares owned by the Chargor in its Subsidiaries, from time to time

Any reference to the Debenture in this Form 395 shall be deemed to refer to such Debenture as modified, novated, supplemented or replaced from time to time in accordance with its terms and to any agreement, deed or document executed pursuant thereto

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02056541

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 30th MARCH 2007 AND CREATED BY EXOTIX LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE CHARGING COMPANIES (OR ANY OF THEM) 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 XII OF THE COMPANIES ACT 1985 ON THE 5th APRIL 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16th APRIL 2007

A handwritten signature in black ink, appearing to be 'R. S.' or similar.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES