

MG01

Particulars of a mortgage or charge



147871/91

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 register particulars of a charge for a Scottish company. To do this, please use form MG01s.



P37VQ00K

PMO

18-12-09
COMPANIES HOUSE

279

AY6O3FP9

A16

11/12/2009

315

COMPANIES HOUSE

1

Company details

Company number

0 3 4 1 8 6 3 4

Company name in full

GMAP LIMITED (the "Chargor")

2

→ **Filling in this form**
Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

2

Date of creation of charge

Date of creation

d0 d7 m1 m2 y2 y0 y0 y9

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

GROUP DEBENTURE (the "Deed")

4

Amount secured

Please give us details of the amount secured by the mortgage or charge.

Amount secured

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of each present or future member of the Group to the Security Agent and/or the other Secured Parties (or any of them) under or pursuant to any Finance Document (including all monies covenanted to be paid under the Deed) ("Secured Obligations")

Continuation page

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

MG01**Particulars of a mortgage or charge****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 LLOYDS TSB BANK PLC (the "Security Agent")

Address 10 Gresham Street

London

Postcode E C 2 V 7 A E

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

1. GRANT OF SECURITY**1.1 Nature of security**

All Security and dispositions created or made by or pursuant to the Deed are created or made:

(a) in favour of the Security Agent;

(b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and

(c) as continuing security for payment of the Secured Obligations.

1.2 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).

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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 N/A

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 OLA P. per UK 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 Denise Phillips

Company name DLA Piper UK LLP

Address 3 Noble Street

Post town London

County/Region

Postcode E C 2 V 7 E E

Country

DX DX: 33866 Finsbury Square

Telephone 08700 111 111



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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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

1. FIXED SECURITY

1.1 Fixed charges

The Chargor charged and agreed to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest:

(a) by way of first legal mortgage:

(i) the Real Property (if any) specified in part 1 of the schedule hereto (Details of Security Assets); and

(ii) all other Real Property (if any) at 7 December 2009 vested in, or charged to, the Chargor (not charged by clause 4.1(a)(i) of the Deed);

(b) by way of first fixed charge:

(i) all other Real Property and all interests in Real Property (not charged by clause 4.1(a) of the Deed);

(ii) all licences to enter upon or use land and the benefit of all other agreements relating to land; and

(iii) the proceeds of sale of all Real Property;

(c) by way of first fixed charge all plant and machinery (not charged by clause 4.1(a) or 4.1(b) of the Deed) and the benefit of all contracts, licences and warranties relating to the same;

(d) by way of first fixed charge:

(i) all computers, vehicles, office equipment and other equipment (not charged by clause 4.1(c) of the Deed); and

(ii) the benefit of all contracts, licences and warranties relating to the same,

other than any which are for the time being part of any Chargor's stock-in-trade or work-in-progress);

(e) by way of first fixed charge:

(i) the Charged Securities referred to in part 2 of the schedule hereto (Details of Security Assets); and

(ii) all other Charged Securities (not charged by clause 4.1(e)(i) of the Deed),

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in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which the Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments;

(f) by way of first fixed charge:

(i) the Cash Collateral Accounts and all monies at any time standing to the credit of the Cash Collateral Accounts;

(ii) the Collection Accounts and all monies at any time standing to the credit of the Collection Accounts; and

(iii) all accounts of the Chargor with any bank, financial institution or other person at any time (not charged by clauses 4.1(f)(i) or 4.1(f)(ii) of the Deed) and all monies at any time standing to the credit of such accounts,

in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing;

(g) by way of first fixed charge:

(i) the Intellectual Property (if any) specified in part 4 of the schedule hereto (Details of Security Assets); and

(ii) all other Intellectual Property (if any) (not charged by clause 4.1 (g)(i) of the Deed);

(h) to the extent that any Assigned Asset is not effectively assigned under clause 4.2 (Security assignments), by way of first fixed charge such Assigned Asset;

(i) by way of first fixed charge (to the extent not otherwise charged or assigned in the Deed):

(i) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of the Chargor or the use of any of its assets; and

(ii) any letter of credit issued in favour of the Chargor and all bills of exchange and other negotiable instruments held by it; and

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(j) by way of first fixed charge all of the goodwill and uncalled capital of the Chargor.

1.2 Security assignments

The Chargor assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to:

(a) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them;

(b) each of the following:

(i) all Insurances specified in part 6 of the schedule hereto (Details of Security Assets); and

(ii) all other Insurances (not assigned by clause 4.2(b) (i) of the Deed), and all claims under the Insurances and all proceeds of the Insurances; and

(c) all other Receivables (not assigned under clauses 4.2(a) or 4.2(b) of the Deed).

To the extent that any Assigned Asset described in clause 4.2(b) of the Deed is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Chargor to any proceeds of such Insurances.

1.3 Assigned Assets

The Security Agent is not obliged to take any steps necessary to preserve any Assigned Asset, to enforce any term of a Relevant Contract against any person or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to the Deed.

2. FLOATING CHARGE

The Chargor charged and agreed to charge by way of first floating charge all of its present and future assets and undertaking (wherever located) not otherwise effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 4.1 (Fixed charges), clause 4.2 (Security assignments) or any other provision of the Deed.

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3. CONVERSION OF FLOATING CHARGE

3.1 Conversion by notice

The Security Agent may, by written notice to the Chargor, convert the floating charge created under the Deed into a fixed charge as regards all or any of the assets of the Chargor specified in the notice if:

- (a) an Event of Default has occurred and is continuing; or
- (b) the Security Agent in good faith considers any Security Assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

3.2 Small companies

The floating charge created under the Deed by the Chargor shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of the Chargor.

3.2 Automatic conversion

The floating charge created under the Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge:

- (a) in relation to any Security Asset which is subject to a floating charge if:
 - (i) the Chargor creates (or attempts or purports to create) any Security (other than a Permitted Security) on or over the relevant Security Asset without the prior written consent of the Security Agent; or
 - (ii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset; and
- (b) over all Security Assets of the Chargor which are subject to a floating charge if an administrator is appointed in respect of the Chargor or the Security Agent receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986).

3.4 Partial conversion

The giving of a notice by the Security Agent pursuant to clause 6.1 (Conversion by notice) of the Deed in relation to any class of assets of the Chargor shall not be construed as a waiver or abandonment of the rights of the Security Agent to serve similar notices in respect of any other class of assets or of any other right of the Security Agent and/or the other Secured Parties.

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4. CONTINUING SECURITY

4.1 Continuing security

The Debenture Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. The Deed shall remain in full force and effect as a continuing security for the duration of the Security Period.

4.2 Additional and separate security

The Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which the Security Agent and/or any other Secured Party may at any time hold for any Secured Obligation.

4.3 Right to enforce

The Deed may be enforced against the Chargor without the Security Agent and/or any other Secured Party first having recourse to any other right, remedy, guarantee or Security held by or available to it or any of them.

5. LIABILITY OF CHARGORS RELATING TO SECURITY ASSETS

Notwithstanding anything contained in the Deed or implied to the contrary, the Chargor remains liable to observe and perform all conditions and obligations assumed by it in relation to the Security Assets. The Security Agent is under no obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation.

6. UNDERTAKINGS BY THE CHARGORS

6.1 Negative pledge and Disposals

The Chargor shall not do or agree to do any of the following without the prior written consent of the Security Agent:

(a) create or permit to subsist any Security or Quasi-Security on any Security Asset other than as created by the Deed and except for a Permitted Security as permitted by the Senior Facilities Agreement; or

(b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not and whether voluntarily or involuntarily) the whole or any part of its interest in any Security Asset (except for a Permitted Disposal or a Permitted Transaction as permitted by the Senior Facilities Agreement.

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6.2 Security Assets generally

The Chargor shall:

(a) not, except with the prior written consent of the Security Agent, enter into any onerous or restrictive obligation affecting any Security Assets (except as expressly permitted under the Senior Facilities Agreement);

(b) not do, cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise materially prejudice the value or marketability of any Security Asset (or make any omission which has such an effect).

6.3 Real Property undertakings - maintenance

The Chargor shall not, except with the prior written consent of the Security Agent (or as expressly permitted under the Senior Facilities Agreement):

(i) confer on any person any lease or tenancy of any of the Real Property or accept a surrender of any lease or tenancy (whether independently or under any statutory power);

(ii) confer on any person any right or licence to occupy any land or buildings forming part of the Real Property; or

(iii) grant any licence to assign or sub-let any part of the Real Property.

6.4 Dealings with and realisation of Receivables and Collection Accounts

(a) The Chargor shall without prejudice to clause 11.1 (Negative pledge and Disposals) (but in addition to the restrictions in that clause), not, without the prior written consent of the Security Agent, sell, assign, charge, factor or discount or in any other manner deal with any Receivable.

7. SET-OFF

7.1 Set-off rights

(a) The Security Agent and each other Secured Party may (but shall not be obliged to) set off any obligation which is due and payable by the Chargor and unpaid (whether under the Finance Documents or which has been assigned to the Security Agent or such other Secured Party by any other Chargor) against any obligation (whether or not matured) owed by the Security Agent or such other Secured Party to the Chargor, regardless of the place of payment, booking branch or currency of either obligation.

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(b) At any time after the Debenture Security has become enforceable (and in addition to its rights under clause 18.1(a) of the Deed), the Security Agent and each other Secured Party may (but shall not be obliged to) set-off any contingent liability owed by the Chargor under any Finance Document against any obligation (whether or not matured) owed by the Security Agent or such other Secured Party to the Chargor, regardless of the place of payment, booking branch or currency of either obligation.

(c) If the obligations are in different currencies, the Security Agent or such other Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

(d) If either obligation is unliquidated or unascertained, the Security Agent or such other Secured Party may set off in an amount estimated by it in good faith to be the amount of that obligation.

7.2 Time deposits

Without prejudice to clause 18.1 (Set-off rights) of the Deed, if any time deposit matures on any account which the Chargor has with the Security Agent or any other Secured Party at a time within the Security Period when:

(a) this Debenture Security has become enforceable; and

(b) no Secured Obligation is due and payable,

such time deposit shall automatically be renewed for such further maturity as the Security Agent or such other Secured Party in its absolute discretion considers appropriate unless the Security Agent or such other Secured Party otherwise agrees in writing.

8. FURTHER ASSURANCES

8.1 Further action

The Chargor shall (and the Parent shall procure that the Chargor shall) at its own expense, immediately do all acts and execute all documents as the Security Agent or a Receiver may reasonably specify (and in such form as the Security Agent or a Receiver may reasonably require) for:

(a) creating, perfecting or protecting the Security intended to be created by the Deed or any other Transaction Security Document;

(b) facilitating the realisation of any Security Asset;

(c) facilitating the exercise of any rights, powers and remedies exercisable by the Security Agent, any other Secured Party or any Receiver or any Delegate in respect of any Security Asset or provided by or pursuant to the Finance Documents or by law; or

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(d) creating and perfecting Security in favour of the Security Agent or the Secured Parties over any property and assets of the Chargor located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be created by or pursuant to the Deed or any other Transaction Security Document.

This includes:

(i) the re-execution of the Deed or such Transaction Security Document;

(ii) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property, whether to the Security Agent or to its nominee; and

(iii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent may think expedient.

8.2 Finance Documents

The Chargor shall (and the Parent shall procure that each member of the Group shall) take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to the Finance Documents.

8.3 Specific security

Without prejudice to the generality of clause 20.1 (Further action), the Chargor will immediately upon request by the Security Agent execute any document contemplated by that clause over any Security Asset which is subject to or intended to be subject to any fixed security under the Deed (including any fixed security arising or intended to arise pursuant to clause 6 (Conversion of floating charge) of the Deed).

9. POWER OF ATTORNEY

The Chargor, by way of security, irrevocably and severally appointed the Security Agent, each Receiver and any Delegate to be its attorney to take any action which:

(a) prior to a Declared Default, the Chargor has been requested to execute and/or do under the terms of the Deed by the Security Agent and has failed to execute and/or do within 5 Business Days of receiving such request;

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(b) after a Declared Default, the Chargor ought to do under the terms of the Deed; or

(c) which may be required or deemed proper in the exercise of any rights or powers conferred on the Security Agent or any Receiver or Delegate under the Deed,

and the Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.

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Amount secured

Please give us details of the amount secured by the mortgage or charge.

Amount secured

NOTE.

In this form:

"Assigned Assets" means the Security Assets expressed to be assigned pursuant to clause 4.2 (Security assignments) of the Deed;

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration;

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in London and:

(a) (in relation to any date for payment or purchase of a currency other than euro) the principal financial centre of the country of that currency; or

(b) (in relation to any date for payment or purchase of euro) any TARGET Day (as defined in the Senior Facilities Agreement);

"Cash Collateral Accounts" means each:

(a) Mandatory Prepayment Account;

(b) Holding Account; and

(c) Minority Shareholder Payment Account

(each as defined in the Senior Facilities Agreement and including but not limited to the accounts (if any) specified as such in part 3 of the schedule hereto (Details of Security Assets);

"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities;

"Charged Securities" means:

(a) the securities specified in part 2 of the schedule hereto (Details of Security Assets); and

(b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at 7 December 2009) as at 7 December 2009 or in future owned (legally or beneficially) by a Chargor or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which such Chargor has an interest at any time;

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Amount secured

"Collection Account" has the meaning given to that term in clause 11.8(a) (iii) of the Deed;

"Debenture Security" means the Security created or evidenced by or pursuant to the Deed or any Accession Deed (as defined in the Deed);

"Declared Default" means an Event of Default in respect of which any notice has been issued by the Agent under the Senior Facilities Agreement under clause 28.22 (Rights on a default) of the Senior Facilities Agreement;

"Delegate" means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Security Agent or by a Receiver;

"Event of Default" means each Event of Default as defined in the Senior Facilities Agreement;

"Finance Documents" has the meaning given to that term in the Senior Facilities Agreement;

"Group" means the Parent, the Target (each as defined in the Senior Facilities Agreement) and each of their respective Subsidiaries (as defined in the Senior Facilities Agreement) for the time being;

"Insurances" means all policies of insurance which are at any time held by or written in favour of a Chargor, or in which a Chargor from time to time has an interest (including, without limitation the policies of insurance (if any) specified in part 6 of the schedule hereto (Details of Security Assets));

"Intellectual Property" means all legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of each Chargor in, or relating to:

(a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (which may as at 7 December 2009 or in the future subsist), whether registered or unregistered; and

(b) the benefit of all applications and rights to use such assets of each Chargor (which may as at 7 December 2009 or in the future subsist), (including, without limitation, the intellectual property rights (if any) specified in part 4 of the schedule hereto (Details of Security Assets));

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"Intercreditor Agreement" means the intercreditor agreement dated 7 December 2009 and made between the Parent, the other Obligors, Lloyds TSB Bank plc as Security Agent, Lloyds TSB Bank plc as agent, Lloyds TSB Bank plc as arranger, the Lenders, the Ancillary Lenders, the Hedge Counterparties, Holdco (each as defined in the Intercreditor Agreement) and certain others;

"Parent" means DMWSL 618 Limited;

"Permitted Disposal" has the meaning assigned to that term in the Senior Facilities Agreement;

"Permitted Security" has the meaning assigned to that term in the Senior Facilities Agreement;

"Permitted Transaction" has the meaning assigned to that term in the Senior Facilities Agreement;

"Quasi Security" has the meaning assigned to that term in the Senior Facilities Agreement;

"Real Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) as at 7 December 2009 or in future belonging to any Chargor, or in which any Chargor has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in part 1 of the schedule hereto (Details of Security Assets)), together with:

(a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon;

(b) all easements, rights and agreements in respect thereof; and

(c) the benefit of all covenants given in respect thereof;

"Receivables" means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, any Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with:

(a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights); and

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(b) all proceeds of any of the foregoing;

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Security Assets appointed by the Security Agent under the Deed;

"Related Rights" means, in relation to any Charged Security:

(a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition; and

(b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

"Relevant Contract" means:

(a) the Acquisition Agreement (as defined in the Senior Facilities Agreement);

(b) each Hedging Agreement (as defined in the Senior Facilities Agreement); and

(c) each agreement specified in part 5 of the schedule hereto (Details of Security Assets) or specified in any Accession Deed as a **"Material Contract"**,

together with each other agreement supplementing or amending or novating or replacing the same;

"Secured Parties" has the meaning given to that term in the Intercreditor Agreement;

"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;

"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Deed;

"Security Period" means the period beginning 7 December 2009 and ending on the date on which:

(a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and

(b) no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents;

continued on the continuation page

MG01 - continuation page

Particulars of a mortgage or charge

4

Amount secured

Please give us details of the amount secured by the mortgage or charge.

Amount secured

"Senior Facilities Agreement" means the senior sterling term and revolving facilities agreement dated 7 December 2009 and made between (1) DMWSL 618 Limited as the Parent, (2) DMWSL 617 Limited as the Company, (3) the companies listed in part 1 of schedule 1 therein as Original Borrowers, (4) the companies listed in part 2 of schedule 1 therein as Original Guarantors, (5) Lloyds TSB Bank plc as Arranger (6) the financial institutions listed in part 2 of schedule 1 therein as Original Lenders, (7) Lloyds TSB Bank plc as the Agent, (8) Lloyds TSB Bank plc as the Security Agent (9) Lloyds TSB Bank plc as the Original Issuing Bank and (10) Lloyds TSB Bank plc as the Original Hedge Counterparty, pursuant to which the Original Lenders agreed to make certain facilities available to the Borrowers (as defined in the Senior Facilities Agreement);

"Transaction Security Documents" means each of the documents specified in:

(a) paragraph 3(g) of part 1 of schedule 2 (Conditions precedent) of the Senior Facilities Agreement;

(b) paragraph 14 of part 2 of schedule 2 (Conditions precedent) of the Senior Facilities Agreement; and

(c) clause 27.45(b) of the Senior Facilities Agreement;

together with any other document entered into by any Obligor creating or expressed to create any Security in favour of any Finance Party in relation to the obligations of any Obligor under any Finance Document.

SEE ATTACHED SCHEDULE

MG01 - continuation page

Particulars of a mortgage or charge

4

Amount secured

Please give us details of the amount secured by the mortgage or charge.

Amount secured

SCHEDULE

Details of Security Assets

Part 1 - Real Property

Registered land				
Chargor	Address	Administrative Area		Title number
NONE				
Unregistered land				
Chargor	Address	Document describing the Real Property		
		Date	Document	Parties
NONE				

Part 2 - Charged Securities

NONE

Part 3 - Charged Accounts

NONE

Collection Accounts			
Account Holder	Account Number	Account Bank	Account bank sort code
GMAP Limited	30991457	Barclays Bank plc	20-11-88
GMAP Limited	62331266	Barclays Bank plc	20-11-88
GMAP Limited	0552620	Bank of Tokyo	N/A

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Particulars of a mortgage or charge

4

Amount secured

Please give us details of the amount secured by the mortgage or charge.

Amount secured

Part 4 - Intellectual Property

Registered trade marks

Trade Marks				
Country	Number	Mark	Proprietor	Class
CTM	6559553	MOTORVISION	Gmap Limited (Company Number: 03418634)	9, 35, 42
UK	2242471	GMAP	Gmap Limited (Company Number: 03418634)	9, 16, 35, 36, 37, 38, 41, 42
UK	2242819	GMAP (logo)	Gmap Limited (Company Number: 03418634)	9, 16, 35, 36, 37, 38, 41, 42

Unregistered trade marks

NONE

Part 5 - Material Contracts

Chargor	Date of Relevant Contract	Parties	Details of Relevant Contract
NONE			

Part 6 - Insurances

Policy	Policy Number	Inception	Policyholder	Insurer
Commercial Combined	2474547SCCI	7 December 2009	GMAP Limited	Aviva
Computer	24746493ENP	7 December 2009	GMAP Limited	Aviva
Group Personal Accident & Travel	64798222	7 December 2009	GMAP Limited	Chubb
Motor Fleet	49FLW4071803	7 December 2009	GMAP Limited	Aviva



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3418634
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A GROUP DEBENTURE DATED 7
DECEMBER 2009 AND CREATED BY GMAP LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO LLOYDS TSB BANK PLC (THE SECURITY
AGENT) AND/OR THE OTHER SECURED PARTIES (OR ANY OF
THEM) 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 18
DECEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 DECEMBER
2009

PO
Jed



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES