

MG01

Particulars of a mortgage or charge

481223 / 156



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

MONDAY



LPC44JHU

LD2

26/04/2010

30

COMPANIES HOUSE

1

Company details

Company number 03967525

Company name in full Ebiquity PLC (the "Company")

For official use

→ 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 01/04/2010

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 Composite debenture relating to a Senior Facilities Agreement (as defined below) between, amongst others, (1) the Company and (2) The Governor and Company of the Bank of Ireland (the "Original Lender") (the "Debenture")

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 in any other capacity whatsoever) of each Charging Company to the Finance Parties (whether indebtedness or liabilities originally owed to all or any of the Finance Parties and/or any Receiver or any other person or persons) under the Senior Facilities Agreement and the other Finance Documents (including, without limitation, under any amendments, supplements or restatements of any of the Finance Documents or in relation to any new or increased advances or utilisations thereunder), and all or any moneys, liabilities and obligations due by each Charging Company under or pursuant to the Debenture (the "Secured Liabilities")

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 The Governor and Company of the Bank of Ireland

Address Bow Bells House, 1 Broad Street, London

Postcode E C 4 M 9 B 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

See continuation sheet

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- 1 Fixed Security**
- 1.1 Creation of fixed security**

Each Charging Company, with full title guarantee as security for the payment of all the Secured Liabilities, charges in favour of the Original Lender

 - (a) by way of first legal mortgage all Property (other than any heritable or leasehold property situated in Scotland) at the date of the Debenture vested in, or charged to, such Charging Company,
 - (b) by way of first equitable mortgage
 - (i) all interests in any freehold or leasehold property now or in the future belonging to it other than the Properties charged pursuant to paragraph 1.1(a) above and clause 2.1(a) of the Debenture, and
 - (ii) all Investments
 - (c) by way of first fixed charge
 - (i) all Property and all interests in Property (not charged by paragraph 1.1(a) above and clause 2.1(a) of the Debenture) and all licences to enter upon or use land and the benefit of all other agreements relating to land, in each case of including any heritable or leasehold property situated in Scotland,
 - (ii) all plant and machinery owned by each Charging Company and its interest in any plant or machinery in its possession from time to time,
 - (iii) (to the extent that they are not the subject of a mortgage under paragraph 1.1(a) above and clause 2.1(a) of the Debenture its interest in all the Investments and their Related Rights,
 - (iv) all Accounts (other than the BoS Cash Collateral Account) and to the extent of its interest thereto, all moneys, whether principal or interest, accrued or accruing, now or hereafter deposited or standing to the credit of any Account (other than the BoS Cash Collateral Account) of any Charging Company with the Original Lender or any other bank, financial institution or any other person and any Investments with any person and their Related Rights,
 - (v) all rights to all moneys (including the proceeds of any claims, awards or judgments and any return of premium) which at any time may be or become payable to each Charging Company under the Insurances,
 - (vi) all Debts of each Charging Company together with the benefit of all guarantees, indemnities, security interests and other rights of any nature now or hereafter held or enjoyed by it in relation thereto,
 - (vii) the goodwill of each Charging Company (including all brand names not otherwise subject to a fixed charge pursuant to the Debenture),
 - (viii) the benefit of all authorisations (statutory or otherwise) held in connection with its business or the use of any Security Asset specified in any other sub-paragraph in this paragraph 1.1 and clause 2.1 of the Debenture and the right to recover and receive all compensation which may be payable to it in respect of them,

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<div data-bbox="555 450 1511 931"> <p>(ix) its uncalled capital,</p> <p>(x) its Intellectual Property Rights (if any) now or hereafter owned by it (solely or with others), and its interest in all Intellectual Property Rights now or hereafter held or used by it (solely or with others) under licence, sub licence, franchise or otherwise in any way together with the benefit of all licences, sub licences, franchises and other agreements or arrangements of any nature entered into by it in relation to the use by it or third parties of such Intellectual Property Rights,</p> <p>(xi) all loan capital indebtedness now or hereafter due or owing to it by any company which is now or may at any time hereafter be or become a subsidiary of each Charging Company,</p> <p>(xii) any beneficial interest, claim or entitlement it may have in any pension fund, and</p> <p>(xiii) the benefit of all statutory or regulatory licences, permissions, consents or authorisations held by it in connection with its business or the use of any Security Asset and any right to payment of compensation thereunder</p> </div> <div data-bbox="323 943 1511 1245"> <p>1 2 Miscellaneous</p> <p>(a) A reference in the Debenture to a charge or mortgage of any Property includes</p> <p>(i) all buildings and fixtures on that Property,</p> <p>(ii) the proceeds of sale of any part of that Property, and</p> <p>(iii) the benefit of any covenants for title given or entered into by any predecessor in title of each Charging Company in respect of that Property or any moneys paid or payable in respect of those covenants</p> <p>(b) The fact that no details of properties or agreements are included in the relevant Schedule does not affect the validity or enforceability of any security created by the Debenture</p> </div> <div data-bbox="323 1256 1511 1738"> <p>1 3 Assignment</p> <p>Each Charging Company as beneficial owner and with full title guarantee as security for payment of all the Secured Liabilities hereby assigns and agrees to assign to the Original Lender all its rights, title and interest in and to</p> <p>(a) the Assigned Agreements, all rights and remedies in connection with the Assigned Agreements and all proceeds and claims arising therefrom,</p> <p>(b) the Insurances, all claims under the Insurances and all proceeds of the Insurances provided that, for the avoidance of doubt, each Charging Company shall be entitled to apply all proceeds of the Insurances in accordance with the terms of the Senior Facilities Agreement,</p> <p>(c) the Treasury Transactions, all rights and remedies in connection with the Treasury Transactions and all proceeds and claims arising therefrom, and</p> <p>(d) all other Debts (not otherwise assigned under paragraphs 1 3(a), (b) or (c) above and clause 2 3(a), (b) or (c) of the Debenture or charged under paragraph 1 1(c)(vi) above and clause 2 1(c)(vi) of the Debenture)</p> </div>

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

2 Floating Charge

Each Charging Company, as beneficial owner and with full title guarantee as security for the payment of all of the Secured Liabilities, charges in favour of the Original Lender by way of a first floating charge all its property, its whole undertaking and assets present and future not otherwise effectively mortgaged or charged by way of assignment, mortgage or fixed charge by paragraphs 1 1, 1 2 and 1 3 and Clause 2 (Fixed Security) of the Debenture

3 Negative Pledge

Each Charging Company covenants to the Original Lender that it shall not create or permit to subsist any Security other than any Permitted Security on any of its property or assets without the prior written consent of the Original Lender

In this form MG01, the following terms have the following meanings

"Acceptable Bank" means

- (a) a Lender or an Affiliate of a Lender,
- (b) a bank or financial institution which has a rating for its long-term unsecured and non credit-enhanced debt obligations of A or higher by Standard & Poor's Rating Services or F1 or higher by Fitch Ratings Ltd or A-1 or higher by Moody's Investor Services Limited or a comparable rating from an internationally recognised credit rating agency, or
- (c) any other bank or financial institution approved by the Lender

"Accession Letter" means a document substantially in the form set out in Schedule 7 (Form of Accession Letter) of the Senior Facilities Agreement

"Accounts" means

- (a) the account or accounts in the name of any Charging Company specified in Schedule 5 (The Accounts) of the Debenture including,

Account Name	Account Bank	Sort Code	Account Number
Ebiquity PLC	Bank of Scotland	12-01-03	06058534
Ebiquity Associates Ltd	Bank of Scotland	12-01-03	06078383
Billetts Media Consulting Ltd	Bank of Scotland	12-01-03	06078500
Billetts Marketing Sciences Ltd	Bank of Scotland	12-01-03	06078498
Billetts Media Consulting Ltd	Bank of Scotland	12-01-03	35080EUR01
Billetts Media Consulting Ltd	Bank of Scotland	12-01-03	35080USD01
Ebiquity Associates Ltd	Bank of Scotland	12-01-03	35005EUR01
Ebiquity Associates Ltd	Bank of Scotland	12-01-03	35005USD01
Ebiquity PLC	Bank of Scotland	12-01-03	06103404
BCMG Limited	Bank of Scotland	12-01-03	06120917
Xtreme Information Ltd	Barclays Bank PLC	20 78 98	20367427

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Xtreme Information Ltd	Barclays Bank PLC	20 30 19	47559911
Xtreme Information Ltd	Barclays Bank PLC	20 30 19	62468966
Xtreme Information Services Ltd	Barclays Bank PLC	20 30 19	79834255
Xtreme Information (USA) Ltd	Barclays Bank PLC	20 78 98	20788309
Xtreme Information (USA) Ltd	Barclays Bank PLC	20 30 19	88128844
Xtreme Info Ltd t/as Ammo	Barclays Bank PLC	20 78 98	60763691
The Register Group Ltd t/a BMC	Barclays Bank PLC	20 78 98	40838993
Xtreme Information Services Ltd	Barclays Bank PLC	20 78 98	20085391

(b) any Holding Account and Mandatory Prepayment Account, or

(c) such other account or accounts with such bank(s) or branch(es) as the Lender may from time to time specify, into which a Charging Company's Debts are to be paid pursuant to Clause 7 9 (Accounts) of the Debenture

"Accounting Principles" means in respect of any person, generally accepted accounting principles in accordance with the relevant GAAP in its jurisdiction of incorporation, including IFRS

"Acquisition Agreement" means the share purchase agreement in the agreed form dated on or about the Agreement Date in respect of the Target Shares or, in the case of any Business Acquisition, the agreement, in the agreed form, relating to the sale and purchase of the assets in the Business to be acquired or the shares in the company to be acquired and made between the relevant Borrower and the vendor of the Business or such shares being acquired by such Borrower

"Additional Borrower" means a company which becomes an Additional Borrower in accordance with Clause 28 (Changes to the Obligors) of the Senior Facilities Agreement

"Additional Guarantor" means a company which becomes a Guarantor in accordance with Clause 28 (Changes to the Obligors) of the Senior Facilities Agreement

"Affiliate" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company

"Agreed Security Principles" means the principles set out in Schedule 12 (Agreed Security Principles) of the Senior Facilities Agreement

"Agreement Date" means the date the Senior Facilities Agreement is executed by the parties hereto

"Ancillary Document" means each document relating to or evidencing the terms of an Ancillary Facility

"Ancillary Facility" means any ancillary facility made available by an Ancillary Lender in accordance with Clause 6 (Ancillary Facilities) of the Senior Facilities Agreement

"Ancillary Lender" means the Lender (or Affiliate of the Lender) which makes available an Ancillary Facility in accordance with Clause 6 (Ancillary Facilities) of the Senior Facilities Agreement

"Assigned Agreements" means

- (a) each IP Contract,
- (b) each Service Contract,
- (c) each Acquisition Agreement, and
- (d) each shareholders' agreement,

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

- including, in each case, all moneys which at any time may be or become payable to each Charging Company pursuant thereto
- "Australian Charge"** means the deed of fixed and floating charge in favour of the Lender in the agreed form to be entered into by Xtreme Australia pursuant to paragraph (a) of Clause 24 36 (Conditions subsequent) of the Senior Facilities Agreement
- "Billets Germany Acquisition"** means the indirect acquisition by the Company of a further 41 per cent of the issued shares in Billets Germany GmbH
- "Borrower"** means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 28 (Changes to the Obligors) of the Senior Facilities Agreement
- "BoS Cash Collateral Account"** means the deposit account of the Company with Bank of Scotland plc having account number 06123608 and sort code 12-01-03
- "BoS Credit Card Facility"** means the credit card banking facilities provided to the Company by Bank of Scotland plc as at the Agreement Date (as varied from time to time) up to a maximum aggregate amount of £100,000
- "BoS Deed of Charge"** means the deed of charge over a deposit account to be granted by the Company in favour of Bank of Scotland plc on or around the Closing Date in connection with the BoS Credit Card Facility
- "Business"** means any going concern business
- "Business Acquisition"** means the acquisition of a company or any shares or securities or a business or undertaking (or, in each case, any interest in any of them) or the incorporation of a company
- "Cash Equivalent Investments"** means at any time
- (a) certificates of deposit maturing within one year after the relevant date of calculation and issued by an Acceptable Bank,
 - (b) any investment in marketable debt obligations issued or guaranteed by the government of the United States of America, the United Kingdom, any member state of the European Economic Area or any Participating Member State or by an instrumentality or agency of any of them having an equivalent credit rating, maturing within one year after the relevant date of calculation and not convertible or exchangeable to any other security,
 - (c) commercial paper not convertible or exchangeable to any other security
 - (i) for which a recognised trading market exists,
 - (ii) issued by an issuer incorporated in the United States of America, the United Kingdom any member state of the European Economic Area or any Participating Member State,
 - (iii) which matures within one year after the relevant date of calculation, and
 - (iv) which has a credit rating of either A-1 or higher by Standard & Poor's Rating Services or F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody's Investor Services Limited, or, if no rating is available in respect of the commercial paper, the issuer of which has, in respect of its long-term unsecured and non-credit enhanced debt obligations, an equivalent rating,
 - (d) sterling bills of exchange eligible for rediscount at the Bank of England and accepted by an Acceptable Bank (or their dematerialised equivalent),
 - (e) any investment within 30 days in money market funds which (i) have a credit rating of either A-1 or higher by

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Standard & Poor's Rating Services or F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody's Investor Services Limited, (ii) which invest substantially all their assets in securities of the types described in paragraphs (a) to (d) above and (iii) can be turned into cash on not more than 30 days' notice, or

(f) any other debt security approved by the Lender,

in each case, denominated in sterling and to which any Obligor is alone (or together with other Obligors beneficially entitled at that time and which is not issued or guaranteed by any Group Company or subject to any Security (other than Security arising under the Transaction Security Documents)

"Change of Control" means any person or group of persons acting in concert gain direct or indirect control of the Company

For the purposes of this definition

(a) "control" of the Company means

(i) the power (whether by way of ownership of shares, proxy contract, agency or otherwise) to

(A) cast, or control the casting of, more than 50 per cent of the maximum number of votes that might be cast at a general meeting of the Company, or

(B) appoint or remove all, or the majority, of the directors or other equivalent officers of the Company, or

(C) give directions with respect to the operating and financial policies of the Company with which the directors or other equivalent officers of the Company are obliged to comply, and/or

(ii) the holding beneficially of more than 50 per cent of the issued share capital of the Company (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital), and

(b) "acting in concert" means, a group of persons who, pursuant to an agreement or understanding (whether formal or informal), actively co-operate, through the acquisition of shares in the Company by any of them, either directly or indirectly, to obtain or consolidate control of the Company

"Charged Property" means all of the assets of the Obligors which from time to time are, or are expressed to be, the subject of the Transaction Security

"Charging Company" means

Company	Company Number
Ebiquity plc	03967525
BCMG Limited	03013406
Ebiquity Associates Limited	03300123
Billett Consulting Limited	03782435
Billetts Marketing Sciences Limited	04238800
Billetts Media Consulting Limited	01908293
BCMG Acquisitions Limited	04049362
Barsby Rowe Limited	02082629
Xtreme Information Services Limited	04244794

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

Xtreme Information Limited	03255646
The Register Group Limited	01658972
Xtreme Information (USA) Limited	05037537

"Closing Date" means the date on which Completion occurs

"Completion" means the completion of the Xtreme Acquisition in accordance with the Xtreme Acquisition Agreement

"Compliance Certificate" means a certificate substantially in the form set out in Schedule 9 (Form of Compliance Certificate) of the Senior Facilities Agreement

"Convertible Loan Note Documents" means the Convertible Loan Notes and Convertible Loan Note Instrument in the agreed form at the Agreement Date and any other documents entered into pursuant to any of them

"Convertible Loan Note Instrument" means the instrument pursuant to which the Convertible Loan Notes are, or are to be, constituted

"Convertible Loan Notes" means the unsecured convertible loan notes of the Company issued or to be issued to VS&A and John Gordon pursuant to the Convertible Loan Note Instrument

"Debts" means all book and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable now or in the future or becoming due or owing to each Charging Company (whether alone or jointly with any other person), whenever payable and liquidated or unliquidated, certain or contingent, including without limitation credit balances on any account at any bank or financial institution and together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time given in relation to, or to secure payment of, any such debt

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Lender

"Event of Default" means any event or circumstance specified as such in Clause 25 (Events of Default) of the Senior Facilities Agreement

"Excellence Media Acquisition" means a business purchase agreement dated on or around the Agreement Date (substantially in the form provided to the Lender prior to the Agreement Date) between Excellence Media, Pierre d'Aubigny and Billets France SAS pursuant to which Billets France SAS has agreed to purchase the media monitoring business currently carried on by Excellence Media for a maximum consideration of €254,600

"Existing BoS Facilities" means certain term loan and revolving facilities in an aggregate amount of £3,175,000 made available to the Company by Bank of Scotland plc

"Facility A" means the term loan facility made available under the Senior Facilities Agreement as described in paragraph (a) (i) of Clause 2.1 (The Facilities) of the Senior Facilities Agreement

"Facility B" means the term loan facility made available under the Senior Facilities Agreement as described in paragraph 2.1 (a)(ii) of Clause 2.1 (The Facilities) of the Senior Facilities Agreement

"Facility C" means the term loan facility made available under the Senior Facilities Agreement as described in paragraph 2.1 (a)(iii) of Clause 2.1 (The Facilities) of the Senior Facilities Agreement

"Facility C Loan" means a loan made or to be made under Facility C or the principal amount outstanding for the time being of that loan

"Fee Letter" means

(a) any letter or letters dated on or about the Agreement Date between the Lender and the Company setting out any

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p>of the fees referred to in Clause 14 (Fees) of the Senior Facilities Agreement, and</p> <p>(b) any agreement setting out fees payable to a Finance Party referred to in Clause 14.4 (Interest, commission and fees on Ancillary Facilities) of the Senior Facilities Agreement or under any other Finance Document</p> <p>"Finance Document" means the Senior Facilities Agreement, any Accession Letter, any Ancillary Document, any Compliance Certificate, any Fee Letter, the Hedging Letter, any Hedging Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as a "Finance Document" by the Lender and the Company</p> <p>"Finance Lease" means any lease or hire purchase contract which would, in accordance with the Accounting Principles, be treated as a finance or capital lease</p> <p>"Finance Party" means a Lender, a Hedge Counterparty or any Ancillary Lender</p> <p>"Financial Indebtedness" means any indebtedness for or in respect of</p> <p>(a) monies borrowed and debit balances at banks or other financial institutions,</p> <p>(b) any acceptance under any acceptance credit or bill discounting facility (or dematerialised equivalent),</p> <p>(c) any note purchase facility or the issue of bonds (but not Trade Instruments), notes, debentures, loan stock or any similar instrument,</p> <p>(d) the amount of any liability in respect of Finance Leases,</p> <p>(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis and meet any requirement for de-recognition under the Accounting Principles),</p> <p>(f) any Treasury Transaction (and, when calculating the value of that Treasury Transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that Treasury Transaction, that amount) shall be taken into account),</p> <p>(g) any counter-indemnity obligation in respect of a guarantee, bond standby or documentary letter of credit or any other instrument issued by a bank or financial institution in respect of (i) an underlying liability (but not, in any case, Trade Instruments) of an entity which is not a Group Company which liability would fall within one of the other paragraphs of this definition or (ii) any liabilities of any Group Company relating to any post-retirement benefit scheme,</p> <p>(h) any amount raised by the issue of redeemable shares which are redeemable (other than at the option of the issuer) before the final Termination Date or are otherwise classified as borrowings under the Accounting Principles,</p> <p>(i) any amount of any liability under an advance or deferred purchase agreement if (i) one of the primary reasons behind entering into the agreement is to raise finance or to finance the acquisition or construction of the asset or service in question or (ii) the agreement is in respect of the supply of assets or services and payment is due more than 90 days after the date of supply,</p> <p>(j) any amount raised under any other transaction (including any forward sale or purchase, sale and sale back or sale and leaseback agreement) having the commercial effect of a borrowing or otherwise classified as borrowings under the Accounting Principles, and</p> <p>(k) the amount of any liability in respect of any guarantee for any of the items referred to in paragraphs (a) to (j)</p>	

MG01 - continuation page

Particulars of a mortgage or charge

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above

"Financial Year" means the annual accounting period of the Group ending on or about 30 April in each year

"Group" means the Company and, following the Closing Date, the Target and each of their respective Subsidiaries for the time being and **"Group Company"** means any of them

"Guarantor" means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 28 (Changes to the Obligors) of the Senior Facilities Agreement

"Hedge Counterparty" means

- (a) the Original Hedge Counterparty, and
- (b) any other Lender or Affiliate of a Lender that becomes a Hedge Counterparty pursuant to a Hedging Agreement

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by an Obligor and a Hedge Counterparty for the purpose of hedging the types of liability and/or risks in relation to the Term Facilities which, at the time that the master agreement, confirmation, schedule or other agreement (as the case may be) is entered into, the Hedging Letter requires to be hedged

"Hedging Letter" means the letter dated on or about the Agreement Date and made between the Lender and the Company describing the hedging arrangements to be entered into in respect of the interest rate liabilities and/or the exchange rate risks of the Borrowers of, and in relation to, the Term Facilities

"Holding Account" means an account in the name of the Company

- (a) held with the Lender,
- (b) identified in a letter between the Company and the Lender as a Holding Account, and
- (c) subject to Security in favour of the Lender which Security is in form and substance satisfactory to the Lender, (as the same may be redesignated, substituted or replaced from time to time)

"Holding Company" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary

"Insurances" means any insurances that the Charging Companies required to maintain under the Finance Documents

"Intellectual Property" means

- (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered of each Group Company, and
- (b) the benefit of all applications and rights to use such assets of each Group Company (which may now or in the future subsist)

"Intellectual Property Rights" means all current and future intellectual property, and any similar or analogous intangible rights and privileges, including

- (a) copyrights, trade marks, service marks, trade names, domain names, business names, rights in logos and get-up, inventions, rights in confidential information, trade secrets and know how including commercial know how, goodwill, design rights, register designs, patents and rights in databases, and
- (b) any other intellectual property monopoly rights and any interests (including by way of licence) in any of the

MG01 - continuation page

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foregoing,

in each case whether registered or not and including all applications for the same anywhere in any part of the world, including in relation to the above

- (i) all granted registrations and all applications for registration,
- (ii) all renewals, reversions or extensions,
- (iii) the right to sue for damages for past infringement, and
- (iv) all forms of protection of a similar nature which may subsist anywhere in the world,

(c) the benefit of all applications and rights to use or exploit any of the above assets (which may now or in the future subsist)

"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 each Charging Company or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Relevant Shares)

"IP Contract" means each Maternal IP Contract and each contract, agreement or otherwise of each Charging Company's right, title and interest from time to time (subject to obtaining any necessary consent to that assignment from any third party) in any Intellectual Property Rights now and in the future (to the extent such rights are assignable), all Related Rights and all publishing and merchandising contracts, subject to reassignment on redemption and if such Intellectual Property Rights are not so assignable, charges all such Intellectual Property Rights and all Related Rights now or in the future belonging to any such Charging Company

"Joint Venture" means any joint venture entity, whether a company, unincorporated firm, undertaking, association, joint venture or partnership or any other entity

"Lender" means

- (a) any Original Lender, and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party as a Lender in accordance with Clause 26 (Changes to the Lenders) of the Senior Facilities Agreement,

which in each case has not ceased to be a Lender in accordance with the terms of the Senior Facilities Agreement

"Mandatory Prepayment Account" means an interest-bearing account in the name of the Company

- (a) held with the Lender,
- (b) identified in a letter between the Company and the Lender as a Mandatory Prepayment Account,
- (c) subject to Security in favour of the Lender which Security is in form and substance satisfactory to the Lender, and
- (d) from which no withdrawals may be made by any Group Company except as contemplated by the Senior Facilities Agreement,

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

"Material IP Contract" means each IP Contract which is material in the context of the business of the Group as specified in Schedule 6 (Maternal IP Contracts) of the Debenture (which is none at the date of the Debenture)

"Media Value Acquisition" means the acquisition by the Company of a 25% interest in Media Value S.L. pursuant to an

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>option agreement dated 27 October 2008 (in the form provided to the Lender prior to the Agreement Date) for a maximum consideration of €35,000</p> <p>"Obligor" means a Borrower or a Guarantor</p> <p>"Original Borrowers" means the companies listed in Schedule 1 (the Original Obligors) of the Senior Facilities Agreement as original borrowers including the Company</p> <p>"Original Guarantors" means the companies listed in Schedule 1 (the Original Obligors) of the Senior Facilities Agreement as original guarantors</p> <p>"Original Hedge Counterparty" means The Governor and Company of the Bank of Ireland</p> <p>"Participating Member State" means any member state of the European Communities that adopts or has adopted the euro as its lawful currency in accordance with legislation of the European Community relating to Economic and Monetary Union</p> <p>"Party" means a party to the Senior Facilities Agreement</p> <p>"Permitted Acquisition" means</p> <ul style="list-style-type: none"> (a) the Xtreme Acquisition, (b) the TMC Acquisition, (c) the Excellence Media Acquisition, (d) the Billetts Germany Acquisition, (e) the Media Value Acquisition, (f) any acquisition of shares in Billetts America LLC by the Company from PJ Leary pursuant to a letter agreement dated 7 October 2008 in the form disclosed to the Lender on or before the Agreement Date (g) an acquisition by a Group Company of an asset sold, leased, transferred or otherwise disposed of by another Group Company in circumstances constituting a Permitted Disposal, (h) an acquisition of shares or securities pursuant to a Permitted Share Issue, (i) an acquisition of securities which are Cash Equivalent Investments so long as those Cash Equivalent Investments become subject to the Transaction Security as soon as is reasonably practicable, (j) the incorporation of a company which on incorporation becomes a Group Company, but only if <ul style="list-style-type: none"> (i) that company is incorporated in a Permitted Jurisdiction with limited liability, and (ii) if the shares in the company are owned by an Obligor, subject to the Agreed Security Principles, Security over the shares of that company, in form and substance satisfactory to the Lender, is created in favour of the Lender within 30 days of the date of its incorporation, (k) an investment in a Permitted Joint Venture, and (l) a Business Acquisition which is funded by a Facility C Loan <p>"Permitted Disposal" means any sale, lease, licence, transfer or other disposal which, except in the case of paragraph (b) below, is on arm's length terms</p> <ul style="list-style-type: none"> (a) of trading stock or cash made by any Group Company in the ordinary course of trading of the disposing entity, (b) of any asset by a Group Company (the "Disposing Company") to another Group Company (the "Acquiring Company"), but if <ul style="list-style-type: none"> (i) the Disposing Company is an Obligor, the Acquiring Company must also be an Obligor or prior to 	

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- completion of such disposal, must become an Obligor,
- (ii) the Disposing Company had given Security over the asset, the Acquiring Company must give equivalent Security over that asset, and
 - (iii) the Disposing Company is a Guarantor, the Acquiring Company must be or must become a Guarantor guaranteeing at all times an amount no less than that guaranteed by the Disposing Company,
- (c) provided no Event of Default has occurred which is continuing of assets (other than shares, businesses, Real Property/Intellectual Property or any other assets which are subject to a fixed charge in favour of the Lender) in exchange for other assets comparable or superior as to type, value and quality,
 - (d) of obsolete or redundant vehicles, plant and equipment for cash,
 - (e) of Cash Equivalent Investments for cash or in exchange for other Cash Equivalent Investments,
 - (f) constituted by a licence of intellectual property rights permitted by Clause 24 27 (Intellectual Property) of the Senior Facilities Agreement,
 - (g) to a Joint Venture, to the extent permitted by Clause 24 9 (Joint Ventures) of the Senior Facilities Agreement,
 - (h) arising as a result of any Permitted Security or a Permitted Transaction,
 - (i) which is a lease or licence of property in the ordinary course of business, and
 - (j) provided no Event of Default has occurred which is continuing, of assets (other than shares) for cash where the higher of the market value and net consideration receivable (when aggregated with the higher of the market value and net consideration receivable for any other sale, lease, licence, transfer or other disposal not allowed under the preceding paragraphs or as a Permitted Transaction) does not exceed the Permitted Disposals Basket in any Financial Year of the Company
- "Permitted Disposals Basket"** means £100,000 (or its equivalent in other currencies)
- "Permitted Financial Indebtedness"** means Financial Indebtedness
- (a) arising under any of the Finance Documents and the Convertible Loan Note Documents, in each case, as in force on the Agreement Date and subject always to the terms of the Senior Facility Agreement,
 - (b) arising under the Existing BoS Facility provided such Financial Indebtedness is discharged on or prior to the Closing Date,
 - (c) arising under the BoS Credit Card Facility,
 - (d) in relation to the Target Group provided such Financial Indebtedness is discharged on the Closing Date,
 - (e) to the extent covered by a letter of credit, guarantee or indemnity issued under an Ancillary Facility,
 - (f) arising under a foreign exchange transaction for spot or forward delivery entered into in connection with protection against fluctuation in currency rates where that foreign exchange exposure arises in the ordinary course of trade, but not a foreign exchange transaction for investment or speculative purposes,
 - (g) arising under a Permitted Loan or a Permitted Guarantee or as permitted by Clause 24 31 (Treasury Transactions) of the Senior Facilities Agreement,
 - (h) under finance or capital leases of vehicles, plant, equipment or computers, provided that the aggregate capital value of all such items so leased under outstanding leases by Group Companies does not exceed the Permitted

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- Financial Indebtedness Basket (when aggregated with each other amount referred to in the definition thereof) at any time,
- (i) under rent deposit deeds or other agreements entered into for the lease of offices or business premises,
 - (j) not permitted by the preceding paragraphs or as a Permitted Transaction and the outstanding principal amount of which does not exceed the Permitted Financial Indebtedness Basket (when aggregated with each other amount referred to in the definition thereof) for the Group at any time
- "Permitted Financial Indebtedness Basket"** means the aggregate of the amounts referred to in paragraphs (h) and (j) of the definition of Permitted Financial Indebtedness, paragraph (c) of the definition of Permitted Guarantee, paragraph (f) of the definition of Permitted Loan and paragraph (m) of the definition of Permitted Security up to a maximum amount of £500,000 (or its equivalent in other currencies)
- "Permitted Guarantee"** means
- (a) any guarantee under the Existing BoS Facility provided such guarantee is released on or prior to the Closing Date,
 - (b) any guarantee under the Finance Documents,
 - (c) the endorsement of negotiable instruments in the ordinary course of trade,
 - (d) any guarantee or performance or similar bond guaranteeing performance by a Group Company under any contract entered into in the ordinary course of trade,
 - (e) any guarantee of a Joint Venture to the extent permitted by Clause 24.9 (Joint Ventures) of the Senior Facilities Agreement,
 - (f) any guarantee permitted under Clause 24.21 (Financial Indebtedness) of the Senior Facilities Agreement,
 - (g) any guarantee given in respect of the netting or set-off arrangements permitted pursuant to paragraph (d) of the definition of Permitted Security,
 - (h) as part of cash pooling, net balance or balance transfer arrangements permitted under the terms of the Senior Facilities Agreement,
 - (i) any guarantee of Permitted Financial Indebtedness, a Permitted Transaction or a Treasury Transaction,
 - (j) any guarantee or indemnities granted in connection with a Permitted Disposal in an amount not exceeding the value of the asset disposed of,
 - (k) any guarantee or indemnity granted to the trustee of any employee share option or unit trust scheme,
 - (l) any guarantee by a Group Company which is not an Obligor in respect of the obligations of an Obligor,
 - (m) any guarantee provided by a Group Company to one of its directors or its company secretary in respect of liabilities incurred in the ordinary course of such person's employment by such Group Company,
 - (n) any indemnity given in the ordinary course of the documentation of any acquisition or disposal transaction which is a Permitted Acquisition or a Permitted Disposal which indemnity is in a customary form and subject to customary limitations, and
 - (o) any guarantee not permitted by the preceding paragraphs provided that the total aggregate amount permitted under this paragraph (o) may not exceed the Permitted Financial Indebtedness Basket (when aggregated with each other amount referred to in the definition thereof) for the Group at any time

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Permitted Joint Venture" means any investment in any Joint Venture where

- (a) the Joint Venture is incorporated, or established, and carries on its principal business in, a Permitted Jurisdiction,
- (b) the Joint Venture is engaged in a business substantially the same as that carried on by the Group, and
- (c) in any financial year of the Company, the aggregate of
 - (i) all amounts subscribed for shares in, lent to, or invested in all such Joint Ventures by any Group Company,
 - (ii) the contingent liabilities of any Group Company under any guarantee given in respect of the liabilities of any such Joint Venture, and
 - (iii) the market value of any assets transferred by any Group Company to any such Joint Venture, does not exceed the Permitted Joint Venture Basket at any time

"Permitted Joint Venture Basket" means £200,000 (or its equivalent in other currencies)

"Permitted Jurisdiction" means the United Kingdom, the European Union, the European Economic Area or the United States of America

"Permitted Loan" means

- (a) any trade credit extended by any Group Company to its customers on normal commercial terms and in the ordinary course of its trading activities,
- (b) Financial Indebtedness which is referred to in the definition of, or otherwise constitutes, Permitted Financial Indebtedness (except under paragraph (g) of that definition),
- (c) a loan made by an Obligor to another Obligor or made by a Group Company which is not an Obligor to another Group Company which is not an Obligor,
- (d) any loan made by an Obligor to a Group Company which is not an Obligor so long as the aggregate amount of the Financial Indebtedness under any such loans does not exceed the Permitted Obligor Inter-Company Loan Basket at any time,
- (e) any loan made by a Group Company which is not an Obligor to an Obligor so long as the aggregate amount of the Financial Indebtedness under any such loans does not exceed the Permitted Non-Obligor Inter-Company Loan Basket at any time, and
- (f) any loan (other than a loan made by a Group Company to another Group Company) so long as the aggregate amount of the Financial Indebtedness under any such loans does not exceed the Permitted Financial Indebtedness Basket (when aggregated with each other amount referred to in the definition thereof) at any time

"Permitted Non-Obligor Inter-Company Loan Basket" means £100,000 (or its equivalent in other currencies)

"Permitted Obligor Inter-Company Loan Basket" means £100,000 (or its equivalent in other currencies)

"Permitted Security" means

- (a) any Security granted pursuant to the Transaction Security Documents,
- (b) the BoS Deed of Charge,
- (c) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by any Group Company,
- (d) any netting or set-off arrangement entered into by any Group Company in the ordinary course of its banking

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- arrangements for the purpose of netting debit and credit balances of Group Companies (including an Ancillary Facility which is an overdraft comprising more than one account) but only so long as (i) such arrangement does not permit credit balances of Obligors to be netted or set off against debit balances of Group Companies which are not Obligors and (ii) such arrangement does not give rise to other Security over the assets of Obligors in support of liabilities of Group Companies which are not Obligors except, in the case of (i) and (ii) above, to the extent such netting, set-off or Security relates to, or is granted in support of, a loan permitted pursuant to paragraph (d) of the definition of "Permitted Loan",
- (e) any payment or close out netting or set off arrangement pursuant to any Treasury Transaction or foreign exchange transaction entered into by a Group Company which constitutes Permitted Financial Indebtedness, excluding any Security or Quasi-Security under a credits support arrangement,
- (f) any Security or Quasi-Security over or affecting any asset acquired by a Group Company after the Closing Date if
- (i) the Security or Quasi-Security was not created in contemplation of the acquisition of that asset by a Group Company
 - (ii) the principal amount secured has not been increased in contemplation of or since the acquisition of that asset by a Group Company, and
 - (iii) the Security or Quasi-Security is removed or discharged within three months of the date of acquisition of such asset,
- (g) any Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to a Group Company in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by any Group Company,
- (h) any Quasi-Security arising as a result of a disposal which is a Permitted Disposal,
- (i) any Security or Quasi-Security arising as a consequence of any finance or capital lease permitted pursuant to paragraph (h) of the definition of "Permitted Financial Indebtedness",
- (j) any Security or Quasi-Security arising as a consequence of any rent deposit deeds granted in the ordinary course of business,
- (k) any Security under netting or set-off arrangements under Treasury Transactions permitted by the Finance Documents,
- (l) any Transaction Security, including cash collateral to secure obligations under the Finance Documents, and
- (m) any Security securing indebtedness the outstanding principal amount of which (when aggregated with the outstanding principal amount of any other indebtedness which has the benefit of Security given by any Group Company other than any permitted under paragraphs (a) to (h) above does not exceed the Permitted Financial Indebtedness Basket (when aggregated with each other amount referred to in the definition thereof) at any time

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Permitted Share Issue" means an issue of

- (a) ordinary shares by the Company, paid for in full in cash upon issue and which by their terms are not redeemable and where (i) such shares are of the same class and on the same terms as those initially issued by the Company and (ii) such issue does not lead to a Change of Control of the Company, or
- (b) shares by a Group Company which is a Subsidiary to its immediate Holding Company or to any other Group Company where (if the existing shares of the Subsidiary are the subject of the Transaction Security) the newly-issued shares also become subject to the Transaction Security on the same terms, or
- (c) ordinary Shares by the Company in connection with acquisitions under paragraphs (a), (b) or (l) of the definition of Permitted Acquisition

"Permitted Transaction" means

- (a) any disposal required, Financial Indebtedness incurred, guarantee, indemnity or Security or Quasi-Security given, or other transaction arising, under the Finance Documents,
- (b) the solvent liquidation or reorganisation of any Group Company which is not an Obligor so long as any payments or assets distributed as a result of such liquidation or reorganisation are distributed to other Group Companies, or
- (c) transactions (other than (i) any sale, lease, licence, transfer or other disposal and (ii) the granting or creation of Security or the incurring or permitting to subsist of Financial Indebtedness) conducted in the ordinary course of trading on arm's length terms

"Property" means all estates and interests in freehold, heritable, leasehold and other immovable property (wherever situated) at the date of the Debenture or at any time thereafter, belonging to any Charging Company, or in which any Charging Company has an interest at any time (including the registered and unregistered land (if any) in England and Wales, any heritable or leasehold property and all other property and assets in Scotland, together with

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon,
- (b) all easements, servitudes, rights and agreements in respect thereof,
- (c) all proceeds of sale of that property, and
- (d) the benefit of all covenants given in respect thereof

"Quasi-Security" means an arrangement or transaction where no Obligor shall (and the Company shall ensure that no other Group Company will)

- (a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by an Obligor or any other Group Company,
- (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms (other than customary recourse for breach of warranty),
- (c) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or
- (d) enter into any other preferential arrangement having a similar effect, in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset

"Real Property" means

- (a) any freehold, leasehold or immovable property, and

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (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
- "Receiver"** means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property
- "Related Rights"** means any dividend or interest paid or payable in relation to any share or securities and any rights, moneys or property accruing or offered at any time in relation to any shares or securities by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise
- "Relevant Shares"** means all Shares in the capital of each Subsidiary of each Charging Company from time to time which becomes or is required to become an Obligor
- "Resignation Letter"** means a letter substantially in the form set out in Schedule 8 (Form of Resignation Letter) of the Senior Facilities Agreement
- "Revolving Facility"** means the revolving credit facility made available under the Senior Facilities Agreement as described in paragraph (a)(iv) of Clause 2.1 (The Facilities) of the Senior Facilities Agreement
- "Schedule"** means any one or more of the Schedules to the Debenture
- "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 assets of each Charging Company from time to time the subject of any security created by the Debenture
- "Selection Notice"** means a notice substantially in the form set out in Part 2 (Selection Notice) of Schedule 3 (Requests and Notices) of the Senior Facilities Agreement given in accordance with Clause 12 (Interest Periods) of the Senior Facilities Agreement in relation to a Term Facility
- "Senior Facilities Agreement"** means the senior facilities agreement, dated 26 March 2010, entered into between, inter alios, (1) the Company as the company, (2) the Original Borrowers, as listed therein, (3) the companies listed therein as Original Guarantors and (4) the Original Lender and Original Hedge Counterparty, as amended, novated supplemented, extended or restated from time to time
- "Senior Management"** means each and all of Michael Greenlees and Nick Manning
- "Service Contract"** means a service contract of each member of Senior Management in agreed form
- "Shares"** means shares, stock and other securities of any kind
- "Subsidiary"** means in relation to any company or corporation, a company or corporation
- (a) which is controlled, directly or indirectly, by the first mentioned company or corporation,
- (b) more than half the issued share capital of which is beneficially owned, directly or indirectly by the first mentioned company or corporation, or
- (c) which is a Subsidiary of another Subsidiary of the first mentioned company or corporation,
- and for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body
- "Target"** means Xtreme Information Services Limited a company incorporated in England and Wales (company number 04244794) whose registered office is at 45 Fouberts Place London W1F 7QH

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Target Group" means Target and its Subsidiaries</p> <p>"Target Shares" means all of the issued shares in Target</p> <p>"Target Shareholders" means the holders of the Target Shares</p> <p>"Term Facility" means Facility A, Facility B or Facility C</p> <p>"Termination Date" means</p> <p>(a) in relation to Facility A, 31 March 2014,</p> <p>(b) in relation to Facility B, 31 March 2014,</p> <p>(c) in relation to Facility C, 31 March 2014, and</p> <p>(d) in relation to the Revolving Facility, 31 March 2014</p> <p>"TMC Acquisition" means the indirect acquisition by the Company of the remaining 50 per cent of the issued share capital in Thomson Media Control GmbH & Co KG which it does not own at the Agreement Date</p> <p>"Trade Instruments" means any performance bonds, advance payment bonds or documentary letters of credit issued in respect of the obligations of any Group Company arising in the ordinary course of trading of that Group Company</p> <p>"Transaction Security" means the Security created or expressed to be created in favour of the Lender pursuant to the Transaction Security Documents</p> <p>"Transaction Security Documents" means each of the documents listed as being a Transaction Security Document in paragraph 2(a) of Part 1B (Conditions Precedent to Initial Utilisation) of Schedule 2 (Conditions Precedent) of the Senior Facilities Agreement, the US Pledge Agreement, the Australian Charge and any document required to be delivered to the Lender under paragraph 16 of Part 2 (Conditions Precedent Required to be Delivered by an Additional Obligor) and paragraph 5 of Part 3 (Conditions Precedent to Business Acquisitions) of Schedule 2 (Conditions Precedent) of the Senior Facilities Agreement</p> <p>"Treasury Transactions" means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price</p> <p>"US Pledge Agreement" means the pledge agreement to be entered into on or about the Closing Date by P J Leary in favour of the Lender on behalf of the other Finance Parties from time to time party thereto and any Delegate or Receiver appointed thereunder</p> <p>"Utilisation Request" means a notice substantially in the relevant form set out in Part 1 (Utilisation Request Loans) of Schedule 3 (Requests and Notices) of the Senior Facilities Agreement</p> <p>"Xtreme Acquisition" means the acquisition by the Company of the Target Shares pursuant to, and on the terms of, the Xtreme Acquisition Documents</p> <p>"Xtreme Acquisition Agreement" means (1) the agreement dated 26 March 2010 (the "Majority Xtreme Acquisition Agreement") made between VS&A and John Gordon and the Company (pursuant to which the Company is to acquire the majority of the issued share capital of the Target and (2) separate sale and purchase agreements dated 26 March 2010 made between each of Peter Banks, Simon Wylie and the Company pursuant to which the Company is to acquire 977,646 shares in the issued share capital of the Target</p> <p>"Xtreme Acquisition Documents" means the Xtreme Acquisition Agreement, the Xtreme Disclosure Letter, the Convertible Loan Note Documents, any other documents giving the Company (or any other Group Company) a right or claim against the</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
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Please give the short particulars of the property mortgaged or charged
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Short particulars

Target Shareholders in connection with the Xtreme Acquisition or transferring title to the Company of any asset acquired under those agreements and any other document agreed by the Lender and the Company as being an "Xtreme Acquisition Document"

"**Xtreme Australia**" means Xtreme Information Services (Australia) Pty Limited (ACN 101 519 617)

"**Xtreme Disclosure Letter**" has the meaning given to it in the Xtreme Acquisition Agreement

MG01

Particulars of a mortgage or charge

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

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 *ST Benson LLP*

X

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

MG01

Particulars of a mortgage or charge



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 *Vanessa Greaves*

Company name *SJ Berwin LLP*

Address

Post town

County/Region

Postcode

E C 4 R 1 B E

Country

DX *DX 255 LONDON/CHANCERY LANE*

Telephone *+44 (0)20 7111 2222*



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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3967525
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE DEBENTURE DATED
13 APRIL 2010 AND CREATED BY EBIQUITY PLC FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM
EACH CHARGING COMPANY TO THE FINANCE PARTIES
(WHETHER INDEBTEDNESS OR LIABILITIES ORIGINALLY
OWED TO ALL OR ANY OF THE FINANCE PARTIES AND/OR
ANY RECEIVER OR ANY OTHER PERSON OR PERSONS) 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 26 APRIL 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 APRIL 2010



Companies House
— for the record —

EX/DJ



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES