

MG01

Particulars of a mortgage or charge



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LASERFORM

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

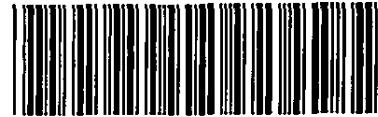
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



What this form is NOT

You cannot use this form to register particulars of a charge for a company. To do this, please use form MG01s

FRIDAY



A45

A1BNFBUZ

22/06/2012

#146

COMPANIES HOUSE

1

Company details

Company number 04016625

Company name in full COMPUTER PATENT ANNUITIES INTERNATIONAL LIMITED
(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 d1 d4 m0 m6 y2 y0 y1 y2

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 A composite debenture dated 14 June 2012 (the "**Debenture**") created by (amongst others) the Company in favour of Lloyds TSB Bank plc in its capacity as security trustee for the Secured Parties (the "**Security Trustee**" which expression shall include any person for the time being appointed as trustee or as an additional trustee for the purpose of, and in accordance with, the Intercreditor Agreement)

4

Amount secured

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

Amount secured The Company has covenanted with the Security Trustee as trustee for the Secured Parties that it shall on demand of the Security Trustee discharge the Secured Obligations as and when they fall due and payable in accordance with their terms.

Please refer to the continuation pages for a full list of definitions

Continuation page

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

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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 (as Security Trustee)

Address 10 Gresham Street, London

Postcode E C 2 V 7 H N

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

For details of the short particulars of all property mortgaged or charged please see the attached section 6 Form MG01 continuation pages (*Short particulars of all the property mortgaged or charged*) of this form.

Please refer to the continuation pages for a full set of definitions.

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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

None

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 870).


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 866). 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  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 Daniel Jones

Company name Clifford Chance LLP

Address 10 Upper Bank Street

Post town London

County/Region

Postcode E 1 4 5 J J

Country United Kingdom

DX 149120 Canary Wharf 3

Telephone 020 7006 4395



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,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
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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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 Charges

In the Debenture the Company has

(a) charged with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge (which so far as it relates to land in England and Wales vested in the Company at the date of the Debenture shall be a charge by way of legal mortgage) (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party) the Material Real Property.

(b) charged with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all of its right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Tangible Moveable Property

(c) charged with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all of its right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Accounts.

(d) charged with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all of its right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Material Intellectual Property.

(e) charged with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all of its right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Investments.

(f) charged with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all of its right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion, compensation or otherwise).

(g) charged with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all of its right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) all Monetary

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Claims and all Related Rights other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture

(h) charged with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all of its right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) any goodwill and rights in relation to its uncalled capital

2 Assignments

In the Debenture the Company has assigned and agreed to assign absolutely with full title guarantee to the Security Trustee as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations all of its right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to that assignment from any third party)

(a) each Insurance Policy, the proceeds of any Insurance Policy and all Related Rights;

(b) all rights and claims in relation to any Assigned Account, and

(c) the Specific Contracts

3 Floating Charge

In the Debenture the Company with full title guarantee charged in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations by way of first floating charge all present and future assets and undertaking of the Company.

The floating charge created by paragraph 3.3.1 of the Debenture shall be deferred in point of priority to all fixed Security validly and effectively created by the Company under the Finance Documents in favour of the Security Trustee as trustee for the Secured Parties as security for the Secured Obligations

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by the Debenture.

Prior Ranking Security

Where the Company purported to grant a first ranking fixed charge or floating charge pursuant to Clause 3 of the Debenture, this shall not be a first ranking fixed charge or floating charge in respect of any Tangible Moveable Property or Accounts over which Permitted Security has been granted prior to the date of the Debenture (under paragraphs (b), (e), (j) or (l) of the definition of Permitted Security in the Senior Facilities

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6	Short particulars of all the property mortgaged or charged Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Agreement and the Mezzanine Facility Agreement), in which case the Security constituted by the Debenture in respect of such Tangible Moveable Property or Accounts shall rank immediately behind such Permitted Security for so long as such Permitted Security continues to be Permitted Security.</p> <p>Pre-Existing Agreements</p> <p>Where the Company has charged under the Debenture by way of floating charge its rights in respect of an agreement dated prior to the date of the Debenture (the "Pre-Existing Agreement") and, with respect to such Pre-Existing Agreement a third party (whose consent is required under the terms of a Pre-Existing Agreement to the creation by the Company of the floating charge over such Pre-Existing Agreement) notifies the Company of the resultant breach of such Pre-Existing Agreement then, having first used all reasonable efforts to obtain such consent from such third party, the Company shall promptly advise the Security Trustee of such notification and if the Security Trustee, following consultation with the Company, determines (acting in its absolute discretion) that there is a reasonable likelihood of the Company's interest in such Pre-Existing Agreement being forfeited or otherwise curtailed, or the Company being otherwise prejudiced by action taken by such third party by virtue of the continued subsistence of the floating charge over such Pre- Existing Agreement, it may, acting in its absolute discretion, execute such documents as shall be necessary to release such Pre-Existing Agreement from the floating charge created by Clause 3.3 (<i>Floating Charge</i>) of the Debenture.</p> <p>Further Assurances</p> <p>The Debenture contains covenants for further assurances</p> <p>Negative Pledge</p> <p>The Debenture contains a negative pledge</p> <p>Definitions</p> <p>In this Form MG01·</p>

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"Account" means any account opened or maintained by the Company with the Security Trustee or any other person including, without limitation, the accounts listed in Part A of Schedule 4 (and any replacement account or subdivision or subaccount of those accounts) of the Debenture, the debt or debts represented thereby and all Related Rights

"Additional Borrower" means a company which becomes an Additional Borrower in accordance with Clause 31 (*Changes to the Obligors*) of the Senior Facilities Agreement

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

"Ancillary Facility" means

(a) any Original Ancillary Facility, and

(b) any other ancillary facility made available by an Ancillary Lender in accordance with Clause 9 (*Ancillary Facilities*) to the Senior Facilities Agreement

"Ancillary Lender" has the meaning given to it in the Intercreditor Agreement

"Assigned Account" means the Accounts listed in Part B of Schedule 4 (and any renewal or redesignation of such account) of the Debenture and any other Account that may from time to time be identified in writing as an Assigned Account by the Security Trustee and the Company

"Charged Property" means all the assets and undertakings of the Company which from time to time are the subject of the security created or expressed to be created in favour of the Security Trustee by or pursuant to the Debenture and any Mortgage.

"Creditors" means the Senior Lenders, the Mezzanine Lenders, the Hedge Counterparties, the Intra-Group Lenders and Redtop Midco Limited.

"Debt Document" means each of the Intercreditor Agreement, the Hedging Contracts in respect of each Secured Hedging Transaction, the Senior Finance Documents, the Mezzanine Finance Documents, the Security Documents and any other agreement or account record evidencing the terms of the Midco Liabilities or the Intra Group Liabilities and any other document or record designated as such by the Security Trustee and Redtop Acquisitions Limited

"Debtor" means Redtop Acquisitions Limited and any person which becomes a party to the Intercreditor Agreement as a Debtor in accordance with the terms of Clause 17 (*Changes to the Parties*) of the Intercreditor Agreement.

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

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the Security Trustee

"Finance Documents" means the Senior Finance Documents and the Mezzanine Finance Documents

"George Topco Limited" means George Topco Limited, a company incorporated in Jersey with registration number 104390

"Group" means Redtop Acquisitions Limited, George Topco Limited and their Subsidiaries, for the time being

"Hedge Counterparty" means

(a) any person which is named on the signing pages to the Intercreditor Agreement as a Hedge Counterparty and;

(b) any person which becomes party to the Intercreditor Agreement as a Hedge Counterparty pursuant to Clause 17.9 (Creditor/Agent Accession Undertaking) of the Intercreditor Agreement.

"Hedging Contract" means in relation to any Secured Hedging Transaction, the relevant Master Hedging Agreement (if any) and any trade confirmation or similar documents confirming the terms on which such transaction is entered into

"Hedging Letter" means the "Hedging Letter" as defined in the Mezzanine Facility Agreement and the Senior Facilities Agreement

"Insurance Policy" means any policy of insurance (including life insurance or assurance) in which the Company may from time to time have an interest but excluding any insurance policy which is solely maintained for the benefit of third parties

"Intellectual Property" means any patents, trademarks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets and all Related Rights.

"Intercreditor Agreement" means the intercreditor agreement made between, amongst others, Redtop Acquisitions Limited, Redtop Midco Limited, the Senior Lenders, the Mezzanine Lenders, the Senior Agent, the Mezzanine Agent and the Security Trustee dated 23 February 2012

"Intra-Group Lenders" means each member of the Group which has made a loan available to, granted credit to or made any financial arrangement having similar effect with another member of the Group and which becomes a party to the Intercreditor Agreement as an Intra-Group Lender in accordance with the terms of Clause 17 (Changes to the Parties) of the Intercreditor Agreement

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"Intra-Group Liabilities" means all liabilities of whatever nature owed by any member of the Group to any of the Intra-Group Lenders.

"Issuing Bank" means any Lender (as defined in the Senior Facilities Agreement) which has notified the Senior Agent that it has agreed to Redtop Acquisitions Limited's request to be an Issuing Bank pursuant to the terms of the Senior Facilities Agreement (and if more than one Senior Lender has so agreed, such Senior Lenders shall be referred to whether acting individually or together as the **"Issuing Bank"**) **provided that**, in respect of a Letter of Credit issued or to be issued pursuant to the terms of the Senior Facilities Agreement, **"Issuing Bank"** shall be the Issuing Bank which has issued or agreed to issue that Letter of Credit

"Investments" means:

(a) any stocks, shares, debentures, securities and certificates of deposit (but not including the Shares);

(b) all interests in collective investment schemes, and

(c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b) above,

in each case whether held directly by or to the order of the Company or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system).

"Letter of Credit" means:

(a) a letter of credit, substantially in the form set out in Schedule 11 (*Form of Letter of Credit*) to the Senior Facilities Agreement or in any other form requested by Redtop Acquisitions Limited and agreed by the Senior Agent with the prior consent of the Majority Lenders and the Issuing Bank (acting reasonably), or

(b) any guarantee, indemnity or other instrument in a form requested by a Senior Borrower (or Redtop Acquisitions Limited on its behalf) and agreed by the Senior Agent with the prior consent of the Majority Lenders and the Issuing Bank (acting reasonably)

"Liabilities" means all present and future liabilities and obligations at any time of any member of the Group or Redtop Midco Limited to any Creditor under the Debt Documents, both actual and contingent and whether incurred solely or jointly or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations.

(a) any refinancing, novation, deferral or extension,

(b) any claim for breach of representation, warranty or undertaking or on

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Short particulars	<p>an event of default or under any indemnity given under or in connection with any document or agreement evidencing or constituting any other liability or obligation falling within this definition;</p> <p>(c) any claim for damages or restitution;</p> <p>(d) any claim as a result of any recovery by any Debtor of a Payment on the grounds of preference or otherwise; and</p> <p>(e) any further advances made under any document or agreement supplemental to the relevant Debt Document, together with all related interest, fees and costs,</p> <p>and any amounts (including, without limitation, any post-insolvency interest) which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowance of those amounts in any insolvency or other proceedings</p> <p>"Majority Lenders" has the meaning given to the term in the Senior Facilities Agreement</p> <p>"Master Hedging Agreement" has the meaning given to that term in the Intercreditor Agreement.</p> <p>"Material Intellectual Property" means any Intellectual Property held by the Company from time to time which is necessary or material to the business operated by the Group including but not limited to the intellectual property rights listed in Schedule 2 (<i>Intellectual Property</i>) of the Debenture.</p> <p>"Material Real Property" means</p> <p>(a) any freehold property held by the Company which has a market or book value in excess of £250,000, and</p> <p>(b) any leasehold property held by the Company which has a remaining term of 25 years or more from the date of the Debenture (or, in respect of leasehold property acquired by the Company after the date of the Debenture, the date on which such leasehold property is acquired),</p> <p>including (but not limited to) any real property listed in Schedule 3 of the Debenture</p> <p>"Mezzanine Accession Deed" means a document substantially in the form set out in Schedule 7 (<i>Form of Accession Deed</i>) of the Mezzanine Facility Agreement.</p> <p>"Mezzanine Additional Guarantor" means a company which becomes an Additional Guarantor in accordance with Clause 27 (<i>Changes to the Obligors</i>) of the Mezzanine Facility Agreement.</p>

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"Mezzanine Agent" means J P. Morgan Europe Limited

"Mezzanine Arranger" means JP Morgan Chase Bank, N.A London Branch and TCW/Crescent Mezzanine Management V, LLC (whether acting individually or together)

"Mezzanine Compliance Certificate" means a certificate substantially in the form set out in Schedule 9 (*Form of Compliance Certificate*) of the Mezzanine Facility Agreement.

"Mezzanine Facility Agreement" means the facility agreement dated 23 February 2012 recording the terms of a £120,000,000 mezzanine facility made between Redtop Acquisitions Limited, the Mezzanine Agent, the Mezzanine Lenders, the Security Trustee and others

"Mezzanine Fee Letter" means:

(a) any letter or letters dated on or about the date of the Mezzanine Facility Agreement between the Mezzanine Arranger and Redtop Acquisitions Limited (or the Mezzanine Agent and Redtop Acquisitions Limited or the Security Trustee and Redtop Acquisitions Limited) setting out any of the fees referred to in Clause 13 (*Fees*) of the Mezzanine Facility Agreement, or

(b) any agreement setting out fees payable to a Mezzanine Finance Party referred to in paragraph (e) of Clause 2.2 (*Increase*) of the Mezzanine Facility Agreement or under any other Mezzanine Finance Document.

"Mezzanine Finance Documents" means the Mezzanine Facility Agreement, any Mezzanine Accession Deed, any Mezzanine Compliance Certificate, any Mezzanine Fee Letter, the Hedging Letter, the Intercreditor Agreement, any Mezzanine Resignation Letter, any Mezzanine Selection Notice, any Mezzanine Transaction Security Document, any Mezzanine Utilisation Request and any other document designated as a "Finance Document" by the Mezzanine Agent and Redtop Acquisitions Limited.

"Mezzanine Finance Party" means the Mezzanine Agent, the Mezzanine Arranger, the Security Trustee or a Mezzanine Lender.

"Mezzanine Guarantor" means Redtop Acquisitions Limited or a Mezzanine Additional Guarantor, unless it has ceased to be a Mezzanine Guarantor in accordance with Clause 27 (*Changes to the Obligors*) of the Mezzanine Facility Agreement.

" Mezzanine Lender" means

(a) any Mezzanine Original Lender, and

(b) any bank, financial institution, trust, fund or other entity which has become a party to the Mezzanine Facility Agreement as a Mezzanine Lender in accordance with Clause 2.2 (*Increase*) or Clause 25 (*Changes to the*

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Lenders) of the Mezzanine Facility Agreement,

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

"Mezzanine Obligor" means Redtop Acquisitions Limited or a Mezzanine Guarantor

"Mezzanine Original Lender" means the financial institutions listed in Part II of Schedule 1 (*The Original Parties*) to the Mezzanine Facility Agreement.

"Mezzanine Resignation Letter" means a letter substantially in the form set out in Schedule 8 (*Form of Resignation Letter*) to the Mezzanine Facility Agreement

"Mezzanine Selection Notice" has the meaning given to Selection Notice in the Mezzanine Facility Agreement

"Mezzanine Transaction Security Documents" means each of the documents listed as being a Transaction Security Document in paragraph 3(f) of Part I of Schedule 2 (*Conditions Precedent*) to the Mezzanine Facility Agreement, Clause 23.41 (*Conditions subsequent*) to the Mezzanine Facility Agreement and any document required to be delivered to the Mezzanine Agent under paragraph 14 of Part III of Schedule 2 (*Conditions Precedent*) or Part IV of Schedule 2 (*Conditions Precedent*) to the Mezzanine Facility Agreement together with any other document entered into by any Mezzanine Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Mezzanine Obligors under any of the Mezzanine Finance Documents or the Senior Finance Documents

"Mezzanine Utilisation Request" means a notice substantially in the form set out in Part I of Schedule 3 (*Requests and Notices*) to the Mezzanine Facility Agreement.

"Midco Liabilities" means all Liabilities owed by Redtop Acquisitions Limited to Redtop Midco Limited (including under any Subordinated Holdco Loan (as defined in the Senior Facilities Agreement))

"Monetary Claims" means any book and other debts and monetary claims (other than Accounts) owing to the Company and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Company is a party and any other assets, property, rights or undertaking of the Company).

"Mortgage" means a mortgage or legal charge in respect of all or any part of the Material Real Property in accordance with Clause 6 (*Further*

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Assurances) of the Debenture and substantially in the form of Schedule 10 (Form of Legal Mortgage) of the Debenture

"Original Ancillary Facility" means:

(a) a £10,000,000 multi-purpose (guarantee and overdraft) facility made available by HSBC Bank plc to the Target Group, and

(b) an £8,500,000 facility made available by HSBC Bank plc to the Target Group for foreign bills/cheques

"Payment" means in respect of any Liabilities (or any other liabilities or obligations), a payment, prepayment, repayment, redemption, defeasance or discharge of those Liabilities (or other liabilities or obligations)

"Permitted Security" has the meaning given to it in the Senior Facilities Agreement and the Mezzanine Facility Agreement.

"Primary Creditors" means the Senior Creditors and the Mezzanine Lenders

"Real Property" means:

(a) any freehold, leasehold or immovable property (including the freehold and leasehold property in England and Wales specified in Schedule 3 of the Debenture), and

(b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property,

and includes all Related Rights.

"Receiver" means a receiver or receiver and manager or, where permitted by law, an administrative receiver of the whole or any part of the Charged Property and that term will include any appointee made under a joint and/or several appointment.

"Redtop Acquisitions Limited" means Redtop Acquisitions Limited, a company incorporated in Jersey with registration number 109751.

"Redtop Midco Limited" means Redtop Midco Limited, a company registered in Jersey with registration number 109841

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

(a) the proceeds of sale of any part of that asset,

(b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,

(c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of

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that asset, and

(d) any monies and proceeds paid or payable in respect of that asset

"Secured Hedging Agreement" has the meaning given to such term in the Intercreditor Agreement

"Secured Hedging Transaction" has the meaning given to it in the Intercreditor Agreement.

10 **"Secured Obligations"** means all the Liabilities and all other present and future obligations at any time due, owing or incurred by any member of the Group and Redtop Midco Limited and by each Debtor to any Secured Party under the Debt Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity

"Secured Parties" means the Security Trustee, any Receiver or Delegate, and each of the Senior Agent, the Mezzanine Agent, the Senior Arrangers, the Mezzanine Arrangers and the Primary Creditors from time to time but, in the case of each Senior Agent, Mezzanine Agent, Senior Arranger, Mezzanine Arranger or Primary Creditor only if it is a party to the Debenture or (in the case of a Senior Agent, Mezzanine Agent or a Primary Creditor) has acceded to the Debenture, in the appropriate capacity, pursuant to clause 17.9 (*Creditor/Agent Accession Undertaking*) of the Intercreditor Agreement

"Security" means a mortgage, charge, pledge, lien, hypothec or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"Security Document" means.

(a) each of the Transaction Security Documents,

(b) any other document entered into at any time by any of the Debtors or Redtop Midco Limited creating any guarantee, indemnity, Security or other assurance against financial loss in favour of any Secured Parties as Security for the Secured Obligations; and

(c) any Security granted under any covenant for further assurance in any of the documents set out in paragraphs (a) and (b) above

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

"Senior Additional Guarantor" means a company which becomes an Additional Guarantor in accordance with Clause 31 (*Changes to the Obligors*) to the Senior Facilities Agreement.

"Senior Agent" means Lloyds TSB Bank plc

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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

"Senior Arranger" means HSBC Bank plc, J P Morgan Limited, Credit Agricole Corporate and Investment Bank, The Governor and Company of the Bank of Ireland, Lloyds TSB Bank plc and Mizuho Corporate Bank Ltd (whether acting individually or together)

"Senior Borrower" means Redtop Acquisitions Limited or an Additional Borrower unless it has ceased to be a Senior Borrower in accordance with Clause 31 (*Changes to the Obligors*) of the Senior Facilities Agreement

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

"Senior Creditors" means the Senior Lenders and the Hedge Counterparties

"Senior Facilities Agreement" means the senior facilities agreement made between, amongst others, Redtop Acquisitions Limited, Redtop Midco Limited, the Senior Agent and the Senior Lenders, dated 23 February 2012 and amended and restated on 15 March 2012

"Senior Fee Letter" means

(a) any letter or letters dated on or about the date of the Senior Facilities Agreement between the Senior Arranger and Redtop Acquisitions Limited (or the Senior Agent and Redtop Acquisitions Limited or the Security Trustee and Redtop Acquisitions Limited) setting out any of the fees referred to in Clause 17 (*Fees*) of the Senior Facilities Agreement, and

(b) any agreement setting out fees payable to a Senior Finance Party referred to in paragraph (e) of Clause 2.3 (*Increase*), Clause 17.6 (*Fees payable in respect of Letters of Credit*) or Clause 17.7 (*Interest, commission and fees on Ancillary Facilities*) of the Senior Facilities Agreement

"Senior Finance Documents" means the Senior Facilities Agreement, any Senior Accession Deed, any Ancillary Document, any Senior Compliance Certificate, any Senior Fee Letter, the Hedging Letter, the Syndication Letter, any Secured Hedging Agreement, the Intercreditor Agreement, any Senior Resignation Letter, any Senior Selection Notice, any Senior Transaction Security Document, any Senior Utilisation Request and any other document designated as a "Finance Document" by the Senior Agent and Redtop Acquisitions Limited

"Senior Finance Party" means the Senior Agent, the Senior Arranger, the Security Trustee, a Senior Lender, the Issuing Bank, a Hedge Counterparty or any Ancillary Lender.

"Senior Guarantor" means Redtop Acquisitions Limited or a Senior Additional Guarantor, unless it has ceased to be a Senior Guarantor in accordance with Clause 31 (*Changes to the Obligors*) of the Senior

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>Facilities Agreement</p> <p>"Senior Lender" means</p> <p>(a) any Senior Original Lender, and</p> <p>(b) any bank, financial institution, trust, fund or other entity which has become a party as a Senior Lender in accordance with Clause 2 3 (<i>Increase</i>) or Clause 29 (<i>Changes to the Lenders</i>) of the Senior Facilities Agreement, which in each case has not ceased to be a Senior Lender in accordance with the terms of the Senior Facilities Agreement.</p> <p>"Senior Obligor" means a Senior Borrower or a Senior Guarantor</p> <p>"Senior Original Lender" has the meaning given to "Original Lender" in the Senior Facilities Agreement</p> <p>"Senior Resignation Letter" means a letter substantially in the form set out in Schedule 8 (<i>Form of Resignation Letter</i>) to the Senior Facilities Agreement</p> <p>"Senior Selection Notice" has the meaning given to Selection Notice in Senior Facilities Agreement</p> <p>"Senior Transaction Security Documents" means each of the documents listed as being a Transaction Security Document in paragraph 3(f) of Part I of Schedule 2 (<i>Conditions Precedent</i>), Clause 27 37 (<i>Conditions subsequent</i>), or Part V of Schedule 2 (<i>Conditions Precedent</i>) to the Senior Facilities Agreement and any document required to be delivered to the Senior Agent under paragraph 14 of Part IV of Schedule 2 (<i>Conditions Precedent</i>) to the Senior Facilities Agreement, together with any other document entered into by any Senior Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Senior Obligors under any of the Senior Finance Documents or any of the Mezzanine Obligors under any of the Mezzanine Finance Documents</p> <p>"Senior Utilisation Request" means a notice substantially in the relevant form set out in Part I or, as the case may be, Part II of Schedule 3 (<i>Requests and Notices</i>) to the Senior Facilities Agreement</p> <p>"Shares" means all of the shares in the capital of the companies listed in Schedule 1 (<i>Details of Shares and Other Investments</i>) of the Debenture held by, to the order or on behalf of the Company at any time.</p> <p>"Specific Contracts" means any contracts identified as a specific contract from time to time by the Security Trustee and the Company, and includes the contracts listed in Schedule 5 of the Debenture but excluding any such contracts which are not governed by English law</p> <p>"Subsidiary" means a subsidiary undertaking within the meaning of section</p>	

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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

1162 of the Companies Act 2006

"**Syndication Letter**" has the meaning given to it in the Senior Facilities Agreement

"**Tangible Moveable Property**" means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Company's stock in trade or work in progress) and all Related Rights.

"**Target Group**" means George Topco Limited and its Subsidiaries

"**Transaction Security Documents**" means the Senior Transaction Security Documents and the Mezzanine Transaction Security Documents



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4016625
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE DEBENTURE DATED
14 JUNE 2012 AND CREATED BY COMPUTER PATENT
ANNUITIES INTERNATIONAL LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM ANY MEMBER OF
THE GROUP AND REDTOP MIDCO LIMITED AND BY EACH
DEBTOR TO ANY SECURED PARTY ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 22 JUNE 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 JUNE 2012

f



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES