

MG01

Particulars of a mortgage or charge

102809/13



iris
ASFORM

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

TUESDAY



LS7B5HR8

LD3

23/02/2010

17

COMPANIES HOUSE

1

Company details

Company number

0 4 0 1 6 6 2 5

Company name in full

Computer Patent Annuities International Limited

(the "Company")

1

For official use

Filing 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

00 09 00 02 02 00 01 00

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 debenture dated 9 February 2010 (the "**Debenture**") made by the Company
(the "**Company**") in favour of HSBC Corporate Trustee Company (UK) and each
of its assignees and transferees from time to time Limited as security
agent (the "**Security Agent**") for the Secured Parties (as defined below)
on the terms and conditions set out in the Intercreditor Agreement (as
defined below).

4

Amount secured

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

Amount secured

Please see the continuation pages for the details
for the amount secured by the Debenture and defined
terms not otherwise defined in the body of this
Form MG01

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 HSBC Corporate Trustee Company (UK) Limited

Address Level 24, 8 Canada Square,

London

Postcode E 1 4 5 H Q

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

Please see the continuation pages for the details of the property charged and defined terms not otherwise defined in the body of this Form MG01

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

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 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  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 Annabel Johnson

Company name Clifford Chance LLP

Address 10 Upper Bank Street

Canary Wharf

Post town London

County/Region

Postcode E 1 4 5 J J

Country United Kingdom

DX 149120 Canary Wharf 3

Telephone 020 7006 1000



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

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>The Company covenanted with the Security Agent as trustee for the Secured Parties that it shall on demand of the Security Agent discharge all the Liabilities and all present and future obligations at any time due, owing or incurred by any member of the Group 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, as and when they fall due and payable in accordance with their terms (the "Secured Obligations")</p> <p>Definitions</p> <p>"Additional Agreement" means the documentation to be entered into by certain members of the Group under which a facility of up to £7,500,000 to cover the negotiation of cheques and bills of exchange payable abroad with recourse will be made available, and any document entered into under which any replacement of such facility in an amount of no more than £7,500,000 is made available</p> <p>"Additional Lender" means any bank or financial institution in its capacity as provider of the facilities made available to the Group under the Additional Agreements which becomes a party as Additional Lender pursuant to clause 18 10 (<i>Creditor/Agent Accession Undertaking</i>) of the Intercreditor Agreement as Additional Lender</p> <p>"Ancillary Document" means each document relating to or evidencing the terms of an Ancillary Facility (as defined in the Senior Facilities Agreement)</p> <p>"Ancillary Lender" means each Lender (or affiliate of a Lender) which makes available an Ancillary Facility (as defined in the Senior Facilities Agreement) in accordance with clause 7 (<i>Ancillary Facilities</i>) of the Senior Facilities Agreement.</p> <p>"Arranger" means each Senior Arranger and each Mezzanine Arranger</p> <p>"Charged Property" means all the assets and undertaking 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 Agent by or pursuant to the Debenture and any Mortgage</p> <p>"Creditor" means the Senior Lenders, the Mezzanine Lenders, the Hedge Counterparties, the Intra-Group Lenders and George Midco Limited</p> <p>"Debt Document" means each of the Intercreditor Agreement, the Hedging Agreements, the Senior Finance Documents, the Mezzanine Finance Documents, the Security Documents, the Investment Agreement, the Additional Agreement, any agreement evidencing the terms of the Structural Intra-Group Loans, the Parent Liabilities, the Intra-Group Liabilities or the Subordinated Liabilities and any other document designated as such by the Security Agent and George Bidco Limited</p> <p>"Debtor" means each Original Debtor and any person which becomes a party as a Debtor in accordance with the terms of clause 18 (<i>Changes to the Parties</i>) of the Intercreditor Agreement.</p> <p>"Event of Default" means any event or circumstance specified as such in clause 26 (<i>Events of Default</i>) of the Senior Facilities Agreement or any event or circumstance specified as such in clause 24 (<i>Events of Default</i>) of the Mezzanine Facility Agreement</p>	

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"Group" means George Midco Limited and its subsidiaries for the time being</p> <p>"Hedging Agreement" means any agreement entered into by a Hedge Counterparty and defined as such in the Senior Facilities Agreement</p> <p>"Hedge Counterparty" means any person which is an Original Lender or an affiliate of an Original Lender and which has become a party as a Hedge Counterparty in accordance with clause 27.8 (Accession of Hedge Counterparties) of the Senior Facilities Agreement, and which, is or has become a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of the Intercreditor Agreement</p> <p>"Intercreditor Agreement" means the intercreditor agreement dated 15 December 2009 and made between, among others, the Senior Agent, the Senior Lenders, Lloyds TSB Bank plc, HSBC Bank plc, The Governor and Company of the Bank of Ireland, Calyon, The Royal Bank of Scotland plc, Ares Capital Europe Limited and Intermediate Capital Group plc as senior arrangers (the "Senior Arrangers", individually the "Senior Arranger"), the Mezzanine Agent, the Mezzanine Lenders, Intermediate Capital Group plc, Ares Capital Europe Limited and D E Shaw Direct Capital Portfolios, L L C as mezzanine arrangers (the "Mezzanine Arrangers", individually the "Mezzanine Arranger"), George Topco Limited, George Midco Limited, George Bidco Limited, the Intra-Group Lenders, the Debtors and Lloyds TSB Bank plc as security agent (as subsequently replaced by the Security Agent) as amended pursuant to an amendment agreement dated 29 January 2010 between the above parties</p> <p>"Intra-Group Lenders" means any member of the Group (other than George Midco Limited) which has made a loan available to, granted credit to or made any other financial arrangement having similar effect with another member of the Group and which is named on the signing pages as an Intra-Group Lender or which becomes a party as an Intra-Group Lender in accordance with the terms of clause 18 (Changes to the Parties) of the Intercreditor Agreement</p> <p>"Intra-Group Liabilities" means the Liabilities owed by any member of the Group to any of the Intra-Group Lenders (other than the Parent Liabilities and the Structural Intra-Group Liabilities to the extent owed to any of Topco).</p> <p>"Investment Agreement" means the subscription and investment agreement dated on or about the same date as the Senior Facilities Agreement and made between among others, Topco, George Midco Limited (as defined in the Senior Facilities Agreement) and George Bidco Limited.</p> <p>"Lender" means</p> <p>(a) any Original Lender, and</p> <p>(b) any bank, financial institution, trust, fund or other entity which has become a party as a Lender in accordance with clause 2.2 (Increase) or clause 27 (Changes to the Lenders) of the Senior Facilities Agreement or clause 2.2 (Increase) or clause 25 (Changes to the Lenders) of the Mezzanine Facility Agreement, which in each case has not ceased to be a Lender in accordance with the terms of the Senior Facilities Agreement or the Mezzanine Facility Agreement, as relevant</p>	

MG01 - continuation page

Particulars of a mortgage or charge

4

Amount secured

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

Amount secured

"Liabilities" means all present and future liabilities and obligations at any time of any member of the Group to any Creditor, Additional Lender or to George Topco Limited 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 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;
- (c) any claim for damages or restitution, and
- (d) any claim as a result of any recovery by any Debtor of a Payment (as defined in the Intercreditor Agreement) on the grounds of preference or otherwise,

and any amounts 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

"Material Real Property" means

- (a) any freehold property held by the Company which has a market or book value in excess of £250,000, and
- (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)

"Mezzanine Facility Agreement" means the £50,000,000 mezzanine facility agreement dated 15 December 2009 between George Midco Limited as Parent and original guarantor, George Bidco Limited as original borrower and original guarantor, the Mezzanine Arrangers, the Mezzanine Lenders, the Mezzanine Agent and Lloyds TSB Bank plc as security agent (as subsequently replaced by the Security Agent) as amended pursuant to an amendment agreement dated 29 January 2010 between the above parties

"Mezzanine Finance Documents" means the Mezzanine Facility Agreement, the Commitment Letter (as defined in the Mezzanine Facility Agreement), any Accession Deed (as defined in the Mezzanine Facility Agreement), any Compliance Certificate (as defined in the Mezzanine Facility Agreement), any Fee Letter (as defined in the Mezzanine Facility Agreement), the Intercreditor Agreement, the Warrant Documents (as defined in the Mezzanine Facility Agreement) referred to in paragraph (a) of the definition of that term, any Resignation Letter (as defined in the Mezzanine Facility Agreement), any Selection Notice (as defined in the Mezzanine Facility Agreement), any Transaction Security Document (as defined in the Mezzanine Facility Agreement), any Utilisation Request (as defined in the Mezzanine Facility Agreement) and any other document designated as a "Finance Document" by the Agent and George Bidco Limited

"Mezzanine Lenders" means each Lender.

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

"Original Debtors" means George Midco Limited and George Bidco Limited

"Original Lenders" means Intermediate Capital Group plc, HSBC Bank plc,

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured
	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p>Bank of Ireland, Calyon, The Royal Bank of Scotland plc, Lloyds TSB Bank plc and Ares Capital Europe (Luxembourg) S a r l for the purposes of the Senior Facilities Agreement and Intermediate Capital Group plc, D.E Shaw Direct Capital Portfolios LLC and Intermediate Capital Group plc, ICG European Fund 2006 No 2 S.A , ICG Minority Partners Fund 2008 S A., D. E Shaw Direct Capital Portfolios, L L C and Ares Capital Europe (Luxembourg) S à.r.l for the purposes of the Mezzanine Facility Agreement</p> <p>"Parent Liabilities" means all Liabilities owed by George Bidco Limited to the George Midco Limited under any Structural Intra-Group Loan</p> <p>"Primary Creditors" means the Senior Creditors and the Mezzanine Lenders</p> <p>"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</p> <p>"Secured Parties" means the Security Agent, any Receiver or delegate, HSBC Bank plc as the senior agent (the "Senior Agent"), Intermediate Capital Group plc as the mezzanine agent (the "Mezzanine Agent"), the Arrangers and the Primary Creditors from time to time and the Additional Lender but, in the case of each Agent, Arranger, Primary Creditor or the Additional Lender, only if it is a party to the Intercreditor Agreement or (in the case of an Agent or a Primary Creditor or the Additional Lender) has acceded to the Intercreditor Agreement, in the appropriate capacity, pursuant to clause 18.10 (<i>Creditor/Agent Accession Undertaking</i>) of the Intercreditor Agreement</p> <p>"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</p> <p>"Security Documents" means:</p> <ul style="list-style-type: none"> (a) each of the Transaction Security Documents (as defined in the Senior Facilities Agreement), (b) any other document entered into at any time by any of the Debtors creating any guarantee, indemnity, Security or other assurance against financial loss in favour of any of the Secured Parties as security for any of 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 <p>"Secured Parties" means the Security Agent, any Receiver or delegate, HSBC Bank plc as the senior agent (the "Senior Agent"), Intermediate Capital Group plc as the mezzanine agent (the "Mezzanine Agent"), the Arrangers and the Primary Creditors from time to time and the Additional Lender but, in the case of each Agent, Arranger, Primary Creditor or the Additional Lender, only if it is a party to the Intercreditor Agreement or (in the case of an Agent or a Primary Creditor or the Additional Lender) has acceded to the Intercreditor Agreement, in the appropriate capacity, pursuant to clause 18.10 (<i>Creditor/Agent Accession Undertaking</i>) of the Intercreditor Agreement</p> <p>"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or</p>

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>arrangement having a similar effect</p> <p>"Senior Creditors" means the Senior Lenders and the Hedge Counterparties</p> <p>"Senior Facilities Agreement" means the £175,000,000 senior facilities agreement dated 15 December 2009 between George Midco Limited as parent and original guarantor, George Bidco Limited as original borrower and original guarantor, the Senior Arrangers, the Original Lenders, Lloyds TSB Bank plc as senior agent (as subsequently replaced by the Senior Agent) and security agent (as subsequently replaced by the Security Agent) as amended pursuant to an amendment agreement dated 29 January 2010 between the above parties</p> <p>"Senior Finance Documents" means the Senior Facilities Agreement, any Additional Agreement, the Commitment Letter (as defined in the Senior Facilities Agreement), any Accession Deed (as defined in the Senior Facilities Agreement), any Ancillary Document, any Compliance Certificate (as defined in the Senior Facilities Agreement), any Fee Letter (as defined in the Senior Facilities Agreement), any Hedging Agreement, the Intercreditor Agreement, any Resignation Letter (as defined in the Senior Facilities Agreement), any Selection Notice (as defined in the Senior Facilities Agreement), any Transaction Security Document (as defined in the Senior Facilities Agreement), any Utilisation Request (as defined in the Senior Facilities Agreement) and any other document designated as a "Finance Document" by the Agent and George Bidco Limited.</p> <p>"Senior Lenders" means each Lender and Ancillary Lender</p> <p>"Structural Intra-Group Liabilities" means Liabilities (other than Parent Liabilities) arising under or in connection with the Structural Intra-Group Loans</p> <p>"Structural Intra-Group Loans" means a loan by Topco to George Midco Limited (a "Topco Structural Intra-Group Loan") and/or by the George Midco Limited to George Bidco Limited, and any further loans made by one member of the Group to another member of the Group which in the last case are specified in the Structure Memorandum (as defined in the Senior Facilities Agreement)</p> <p>"Subordinated Creditor" means Topco</p> <p>"Subordinated Liabilities" means the Structural Intra-Group Liabilities and any Investor Liabilities (as defined in the Intercreditor Agreement) owed by any member of the Group to the Subordinated Creditor or affiliate of a Subordinated Creditor (other than a member of the Group) under or pursuant to any relevant agreement, contract or other arrangement.</p> <p>"Transaction Security" means the Security created or expressed to be created in favour of the Security Agent pursuant to the Transaction Security Documents (as defined in the Senior Facilities Agreement)</p> <p>"Warrant Documents" means (a) the warrant instrument to be entered into by Topco in respect of the mezzanine facility in agreed form and any other document or agreement entered into or executed in connection with that instrument or the rights set out in that instrument and (b) the warrant instrument to be entered into by Topco in favour of certain members of management in agreed form.</p>	

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>Fixed Charges, Assignments and Floating charge</p> <p>Fixed Charges</p> <p>1 The Company charged with full title guarantee in favour of the Security Agent 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.</p> <p>2 The Company charged with full title guarantee in favour of the Security Agent as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all the Company's 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</p> <p>3 The Company charged with full title guarantee in favour of the Security Agent as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all the Company's 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</p> <p>4 The Company charged with full title guarantee in favour of the Security Agent as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all the Company's 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.</p> <p>5 The Company charged with full title guarantee in favour of the Security Agent as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all the Company's 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 the uncalled capital of the Company</p> <p>6 The Company charged with full title guarantee in favour of the Security Agent as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all the Company's 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.</p> <p>7 The Company charged with full title guarantee in favour of the Security Agent as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all the Company's right, title and interest from time to time in and to (subject to</p>	

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>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)</p> <p>8 The Company charged with full title guarantee in favour of the Security Agent as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all the Company's 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 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</p> <p>Assignments</p> <p>The Company assigned and agreed to assign absolutely with full title guarantee to the Security Agent as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations all the Company's 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)</p> <ol style="list-style-type: none"> 1 the proceeds of any Insurance Policy and all Related Rights, 2. all rights and claims in relation to any Assigned Account, and 3. the Specific Contracts. <p>Floating Charge</p> <ol style="list-style-type: none"> 1 The Company with full title guarantee charged in favour of the Security Agent 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. 2 The floating charge created by the paragraph above 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 Agent as trustee for the Secured Parties as security for the Secured Obligations. 3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to Clause 3.3 (Floating Charge) of the Debenture <p>The Debenture contains covenants for further assurance and a negative pledge</p> <p><u>Definitions</u></p>	

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>"Account" means any account opened or maintained by the Company with the Security Agent or any other person (and any replacement account or subdivision or subaccount of that account), the debt or debts represented thereby and all Related Rights</p> <p>"Assigned Account" means the Accounts that may from time to time be identified in writing as an Assigned Account by the Security Agent and the Company</p> <p>"Finance Documents" means the Senior Finance Documents and Mezzanine Finance Documents</p> <p>"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.</p> <p>"Intellectual Property" means any patents, trade marks, 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</p> <p>"Investments" means:</p> <ul style="list-style-type: none"> (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, <p>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)</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</p> <p>"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)</p>

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

"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 that asset; and

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

"Shares" means all of the shares in the capital of the companies as listed below, held by, to the order and/or on behalf of the Company at any time

Name of Company	Issued Share Capital	Description and number of shares held	Share Certificate Number (s)
CPA Global Management Services Limited	1 share	1 ordinary share of £1	2
CPA Germany Holdings Limited	1 share	1 ordinary share of £1	2
CPAFH 1 Limited	1 share	1 ordinary share of £1	2
CPAFH 2 Limited	1 share	1 ordinary share of £1	2
CPAUSH Limited	1 share	1 ordinary share of £1	2
CPAAUH Limited	1 share	1 ordinary share of £1	2

"Specific Contracts" means any contracts identified as a specific contract from time to time by the Security Agent and the Company

"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



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. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 9 FEBRUARY
2010 AND CREATED BY COMPUTER PATENT ANNUITIES
INTERNATIONAL LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM ANY MEMBER OF THE GROUP TO
ANY CREDITOR, ADDITIONAL LENDER OR TO GEORGE TOPCO
LIMITED AND ALL MONIES DUE OR TO BECOME DUE FROM
ANY MEMBER OF THE GROUP AND 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 23 FEBRUARY 2010**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 FEBRUARY
2010**



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**