

# M

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legibly, preferably  
in black type, or  
bold block lettering

\*insert full name  
of Company

## COMPANIES FORM No. 395 00600107

### Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect  
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

Company number

[ ] [ ] [ ] [ ] [ ] [ ]

6143540

Name of company

\*Guardian Digital Communications Limited (the "Company")

Date of creation of the charge

18 April 2007

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

A debenture (the "**Debenture**") dated 18 April 2007 between the Company, Guardian Digital Communications Holdings Limited and HSBC Bank plc as security agent and trustee for the Secured Creditors (the "**Security Agent**"). See Schedule 1 (Definitions) for definitions.

Amount secured by the mortgage or charge

All obligations which the Company may at any time have to the Security Agent (whether for its own account or as Security Agent for the Secured Creditors) or any of the other Secured Creditors under or pursuant to the Finance Documents (including the Debenture) including any liability in respect of any further advances made under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) (the "**Secured Obligations**")

See Schedule 1 (Definitions) for definitions

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

HSBC Bank plc as security agent and trustee for the Secured Creditors,  
Level 19, 8 Canada Square, London

Postcode E14 5HQ

Presentor's name address and  
reference (if any)

Clifford Chance LLP  
via CH London Counter  
~~10 Upper Bank Street~~  
London  
~~E14 5JJ~~

For official Use (06/2005)

Mortgage Section

Post room

FRIDAY



LD3

"L8KJTP2G"  
27/04/2007  
COMPANIES HOUSE

473

Time critical reference

RCES/70-40243021/YXXH

Short particulars of all the property mortgaged or charged

See Schedule 2 (Short particulars of all the property mortgaged or charged).

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95

Particulars as to commission allowance or discount (note 3)

None

Signed

Clifford Chance LLP

Date

27 April 2007

On behalf of ~~XXXXXXXXXXXX~~ (chargee) †

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

† delete as  
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situated in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ.

## SCHEDULES TO FORM 395

### SCHEDULE 1 DEFINITIONS

In this Form 395

**"Acceptable Bank"** means

- (a) any Lender,
- (b) any bank or financial institution which has a rating for its long-term debt obligations of A- or higher by S&P or Fitch or A3 or higher by Moody's or a comparable rating from an internationally recognised credit rating agency, or

any person which is otherwise approved as such by the Facility Agent

**"Accession Agreement"** means a deed of accession substantially in the form of Schedule 3 (*Form of Accession Agreement*) of the Intercreditor Agreement, with such amendments as the Security Agent may approve or reasonably require

**"Account"** means any credit balance from time to time on any account opened or maintained by the Company (and any replacement account or subdivision or subaccount of that account), the debt or debts represented thereby, and all Related Rights.

**"Accounting Principles"** means accounting principles, policies, standards, bases and practices which, at the relevant time, are generally accepted under International Financing Reporting Standards or UK GAAP.

**"Administrative Party"** means the Facility Agent, the Mandated Lead Arranger or the Security Agent

**"Affiliate"** means

- (a) in relation to any person, a Subsidiary or a Holding Company of that person or any other Subsidiary of that Holding Company, or
- (b) with respect to any person (other than a Fund), any other person directly or indirectly controlling, controlled by, or under direct or indirect common control with, that first person, where a person shall be deemed to have control of another person if that person possesses directly or indirectly, the power:
  - (i) to vote 25% or more of the shares or securities having ordinary voting power for the election of directors of such other person, or
  - (ii) to direct or cause the direction of the management and policies of such other person, whether through the ownership of voting shares or securities, by contract or otherwise, or

with respect to any person that is a Fund, any other Fund which is advised or managed by the same investment adviser or an Affiliate of that investment adviser

**"Agents"** means any or all as the context requires of the Facility Agent and the Security Agent

**"Ancillary Facility"** means any ancillary facility made available by an Ancillary Lender in accordance with Clause 9 (Ancillary Facilities) of the Credit Agreement

**"Ancillary Lender"** means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility in accordance with Clause 9 (*Ancillary Facilities*) of the Credit Agreement

**"Approved Bank"** means an Acceptable Bank which has returned all notices of assignment duly acknowledged, as required under the Security Documents

**"Assigned Account"** means the Lock-Up Account and any Account that may from time to time be identified in writing as an Assigned Account by the Security Agent and the Company

**"Base Currency"** means Sterling

**"Borrower"** means Guardian Digital Communications Limited

**"Closing Date"** means the date on which Completion occurs.

**"Commitment"** means a Facility A Commitment, a Facility B Commitment or a Facility C Commitment

**"Completion"** means completion of the sale and purchase of the Sale Share in accordance with clause 4 of the SPA

**"Credit Agreement"** means the credit agreement dated 18 April 2007 between, amongst others, the Company, Guardian Digital Communications Holdings Limited and the Facility Agent

**"Event of Default"** means an event or circumstance specified as such in Clause 24 (Default) of the Credit Agreement.

**"Facility"** means Facility A, Facility B or Facility C (as the context requires)

**"Facility A"** means the term loan facility referred to in Clause 2.1 (Facility A) of the Credit Agreement

**"Facility A Commitment"** means

- (a) for an Original Lender, the amount in the Base Currency set out opposite its name in Schedule 1 (*Original Lenders*) of the Credit Agreement under the heading **Facility A Commitments** and the amount of any other Facility A Commitment so designated which it acquires, and
- (b) for any other Lender, the amount in the Base Currency of any other Facility A Commitment so designated which it acquires,

in each case to the extent not cancelled, transferred or reduced under the Credit Agreement.

**"Facility Agent"** means HSBC Bank plc

**"Facility B"** means the term loan facility referred to in Clause 2.2 (Facility B) of the Credit Agreement

**"Facility B Commitment"** means

- (a) for an Original Lender, the amount in the Base Currency set out opposite its name in Schedule 1 (*Original Lenders*) of the Credit Agreement under the heading **Facility B Commitments** and the amount of any other Facility B Commitment so designated which it acquires; and
- (b) for any other Lender, the amount in the Base Currency of any other Facility B Commitment so designated which it acquires,

in each case to the extent not cancelled, transferred or reduced under the Credit Agreement

**"Facility C"** means the revolving credit facility referred to in Clause 2.3 (Facility C) of the Credit Agreement

**"Facility C Commitment"** means

- (a) for an Original Lender, the amount in the Base Currency set opposite its name in Part 1 of Schedule 1 (*Original Lenders*) of the Credit Agreement under the heading **Facility C Commitments** and the amount of any other Facility C Commitment it acquires, and
- (b) for any other Lender, the amount in the Base Currency of any Facility C Commitment it acquires so designated which it acquires,

to the extent not cancelled, transferred or reduced under the Credit Agreement

**"Finance Document"** means any or all as the context requires of

- (a) a Senior Finance Document,
- (b) an L/C Facility Agreement, or
- (c) a Hedging Agreement

**"Finance Party"** means an Administrative Party, a Lender, an L/C Bank, a Hedging Bank or an Ancillary Lender

**"Fitch"** means Fitch Ratings Limited or any successor to its rating business

**"Fund"** means a fund that invests in loans (or in the context of Clause 11.2 (Mandatory prepayment - Exit) of the Credit Agreement means a unit trust, investment trust, investment company, limited partnership, general partnership or other collective investment scheme, investment professional (as defined in Article 19(5)(d) of the FPO), high net worth company, unincorporated association or high value trust (each as defined in Article 49(2)(a) to (c) of the

FPO), pension fund, superannuation fund, insurance company, accident fund, authorised person under FSMA or any body corporate or other entity, in each case the assets of which are managed professionally for investment purposes

**"Group"** means the Borrower and its Subsidiaries from time to time

**"Guarantor"** means Guardian Digital Communications Holdings Limited.

**"Hedging"** means any hedging transaction entered into or to be entered into to manage exposures to interest rates in compliance with the Hedging Letter by the Borrower

**"Hedging Agreement"** means each master agreement, confirmation or other document evidencing any Hedging including, for the avoidance of doubt, and with effect from the Closing Date, any confirmation or other document entered into prior to the Closing Date but which evidences Hedging

**"Hedging Banks"** means the parties listed as such in Schedule 2 (*Hedging Banks and Hedging Agreements*) of the Intercreditor Agreement and any other person which becomes a Party to the Intercreditor Agreement as a Hedging Bank under Clause 12.1 (*Accession of Hedging Banks*) of the Intercreditor Agreement, in each case in its capacity as such

**"Hedging Debt"** means all Liabilities of any Obligor to any Hedging Bank under or in connection with the Hedging Agreements

**"Hedging Letter"** means a letter dated on or about the Signing Date between the Borrower and the Facility Agent relating to the interest rate hedging to be effected by the Group

**"Holding Company"** of any other person, means a person in respect of which that other person is a Subsidiary

**"Insurance Policy"** means any contract or policy of insurance (including life insurance or assurance but excluding third party liability, public liability and business interruption insurance) in which the Company may from time to time have an interest

**"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

**"Intercreditor Agreement"** means the intercreditor agreement dated 18 April 2007 made between, amongst others, the Obligors, the Senior Finance Parties, the Hedging Banks, the Facility Agent, the Security Agent and certain others as amended, varied, novated or supplemented from time to time

**"Investments"** means

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

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)

**"L/C Bank"** means any person which enters into an L/C Facility Agreement with the Borrower as permitted under Clause 22.15(b)(xii) of the Credit Agreement and which becomes a Party to the Intercreditor Agreement as an L/C Bank by executing an Accession Agreement in its capacity as such and delivering it to the Security Agent

**"L/C Debt"** means all Liabilities of the Borrower to any L/C Bank under or in connection with the L/C Facility Agreements

**"L/C Facility Agreement"** means any letter of credit facility agreement entered into by the Borrower and an L/C Bank as permitted under Clause 22.15(b)(xii) of the Credit Agreement

**"Liability"** means in relation to any document or agreement, any present or future liability (actual or contingent and whether incurred solely or jointly or in any other capacity) payable or owing under or in connection with that document or agreement whether or not matured and whether or not liquidated, including any present and future liability arising in connection with

- (a) any refinancing, novation, deferral or extension of that liability,
- (b) any claim for breach of representation, warranty, undertaking or on an event of default or under any indemnity in connection with that document or agreement;
- (c) any further advance made under any document or agreement supplemental to that document or agreement, together with all related interest, fees and costs,
- (d) any claim for damages or restitution in the event of rescission of that liability or otherwise in connection with that document or agreement,
- (e) any claim flowing from any recovery of a payment or discharge in respect of that liability, and
- (f) any amount (such as post-insolvency interest) which would be included in any of the above but for its discharge, non-provability, unenforceability or non-allowability in any Insolvency or other proceedings

**"Lender"** means

- (a) an Original Lender, or
- (b) any person which becomes a Lender after the date of, and in accordance with the terms of, the Credit Agreement,

but, in each case, only for so long as it has any outstanding Commitment or participation in any Loan or any amount is owed to it (whether actually or contingently) in its capacity as

Lender and the terms **Facility A Lender**, **Facility B Lender** and **Facility C Lender** have the meanings set out in Clauses 2.1 (*Facility A*), 2.2 (*Facility B*) and 2.3 (*Facility C*) respectively of the Credit Agreement

**"Loan"** means the principal amount of each borrowing under a Facility or the principal amount outstanding of that borrowing

**"Lock-Up Account"** means the blocked account of the Borrower with an Approved Bank as referred to in Clause 11.10 (*Lock-Up Account*) of the Credit Agreement.

**"Mandated Lead Arranger"** means HSBC Bank plc

**"Monetary Claims"** means any book and other debts and monetary claims 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)

**"Moody's"** means Moody's Investors Service Limited or any successor to its ratings business

**"Obligor"** means the Borrower or the Guarantor

**"Original Lender"** means HSBC Bank plc

**"Party"** means each party to the Intercreditor Agreement.

**"Real Property"** means

- (a) any freehold, leasehold or immovable property (including the freehold and leasehold property in England and Wales specified in Schedule 1 (*Details of Real Property*) of the Debenture now or at any time in the future belonging to the Company, 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

**"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, guarantees, security, indemnities or covenants for title in respect of that asset, and
- (d) any monies and proceeds paid or payable in respect of that asset.

**"Relevant Shares"** means all of the shares in the capital of the Target held by, to the order or on behalf of the Company at any time



**"S&P"** means Standard & Poor's Rating Services, a division of The McGraw-Hill Companies, Inc or any successor to its rating business

**"Sale Share"** means one (1) ordinary share of £1, being the sole issued share in the capital of the Target

**"Secured Creditor"** means (a) each of the Finance Parties and (b) (until the Secured Debt Discharge Date) the Security Agent

**"Secured Debt"** means (a) the Senior Finance Debt, (b) the Hedging Debt and (c) the L/C Debt

**"Secured Debt Discharge Date"** means, in relation to any Secured Debt, the date on which the relevant Agent (acting reasonably) is satisfied that all of the Secured Debt has been unconditionally and irrevocably paid and discharged and all Commitments of the relevant Finance Parties have been cancelled and all obligations of the Hedging Banks under the relevant Hedging Agreements have been terminated and all amounts owed to the Hedging Banks have been paid

**"Security Document"** means

- (a) the Debenture, and
- (b) any other document evidencing or creating any guarantee or security over any asset of any Obligor to secure any obligation of any Obligor to a Finance Party under the Finance Documents

**"Senior Finance Debt"** means all Liabilities of any Obligor to any Senior Finance Party under or in connection with the Senior Finance Documents.

**"Senior Finance Documents"** has the meaning given to the term Finance Documents in the Credit Agreement, but for the purposes of the Intercreditor Agreement excludes any Hedging Letter, Hedging Agreement or L/C Facility Agreement

**"Senior Finance Parties"** means the Finance Parties (as defined in the Credit Agreement but for the purposes of the Intercreditor Agreement excludes the Hedging Banks and any L/C Bank) and, in each case (until the Secured Debt Discharge Date) the Security Agent

**"Signing Date"** means 18 April 2007

**"SPA"** means the share sale and purchase agreement dated on or about the Signing Date between the Vendor and the Company

**"Specific Contracts"** means any agreement listed in Schedule 5 of the Debenture and any other document designated in writing as a Specific Contract by the Security Agent and the Company

**"Sterling"** and £ mean the lawful currency for the time being of the U K.

**"Subsidiary"** means

**SCHEDULE 2**  
**SHORT PARTICULARS OF ALL PROPERTY MORTGAGED OR CHARGED**

**1 The Company**

- (i) charged with full title guarantee in favour of the Security Agent as Security Agent for the Secured Creditors 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) all its right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party which mortgage or charge will not take effect until any such consent is obtained)
  - (a) the Real Property,
  - (b) the Tangible Moveable Property,
  - (c) the Accounts,
  - (d) the Intellectual Property,
  - (e) any goodwill and rights in relation to the uncalled capital of the Company,
  - (f) the Investments,
  - (g) the Relevant Shares, all dividends, interest and other monies payable in respect of the Relevant Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise), and
  - (h) all Monetary Claims other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture and all Related Rights
- (ii) assigned and agreed to assign absolutely with full title guarantee to the Security Agent as Security Agent for the Secured Creditors as security for the payment and discharge of the Secured Obligations all 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) 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,

provided that any amounts in relation to such policies, accounts or contracts may, prior to the occurrence of an Event of Default, be applied by it in any manner not prohibited by the Finance Documents.

- (iii) charged with full title guarantee in favour of the Security Agent as Security Agent for the Secured Creditors with the payment and discharge of the Secured Obligations by way of first ~~floating~~ charge all its present and future assets and undertaking not ~~otherwise~~ effectively mortgaged, charged or assigned under the Debenture

2 The Debenture contains covenants for further assurance and a negative pledge

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 06143540

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 18th APRIL 2007 AND CREATED BY GUARDIAN DIGITAL COMMUNICATIONS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO HSBC BANK PLC, AS SECURITY AGENT AND TRUSTEE FOR THE SECURED CREDITORS OR ANY OF THE OTHER SECURED CREDITORS ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 27th APRIL 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3rd MAY 2007

*L1 cm*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES