

IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION
COMPANIES COURT
MRS JUSTICE PROUDMAN

No. 4852 of 2010

Dated: 16 July 2010

IN THE MATTER OF DX SECURE MAIL LIMITED

- and -

IN THE MATTER OF THE COMPANIES ACT 2006



**ORDER SANCTIONING
SCHEME OF ARRANGEMENT**

UPON THE ADJOURNED APPLICATION of DX Secure Mail Limited (the "**Scheme Company**") whose registered office is at DX House, Ridgeway, Iver, Buckinghamshire, SL0 9JQ by the Part 8 Claim Form dated 10 June 2010

AND UPON HEARING Counsel for the Scheme Company being Counsel for DX Group Holdings (Cayman) No 1 Limited, Box Finance (Guernsey) Limited, Candover Partners Limited in its own capacity and in its capacity as manager of the Candover 2005 Fund US No 1 Limited Partnership, the Candover 2005 Fund US No 2 Limited Partnership, the Candover 2005 Fund US No 3 Limited Partnership, the Candover 2005 Fund US No 4 Limited Partnership, the Candover 2005 Fund UK No 1 Limited Partnership, the Candover 2005 Fund UK No 2 Limited Partnership and the Candover 2005 Fund UK No 3 Limited Partnership, Candover (Trustees) Limited in its capacity as Trustee of the Candover 2005 Fund Co-Investment Scheme, Candover (Trustees) Limited in its capacity as Trustee of the Candover 2005 Fund Direct Co-Investment Plan and Barclays Fiduciary Services (UK) Limited in its capacity as Trustee of the Candover 2005 Onshore Employee Benefit Trust (the "**Candover Parties**") for the purpose of giving the undertakings set out below

AND UPON READING the evidence

AND UPON DX Group Holdings (Cayman) No 1 Limited, Box Finance (Guernsey) Limited and the Candover Parties undertaking to be bound by the Scheme of Arrangement hereinafter sanctioned and to execute and do and procure to be executed and done all such documents, acts and things as may be necessary or desirable to be executed or done by it for the purpose of giving effect thereto

THIS COURT HEREBY SANCTIONS the Scheme of Arrangement as set out in the Schedule hereto

AND IT IS ORDERED that this Order be produced to the Registrar of Companies and that a copy hereof be delivered to him

Dated 16 July 2010



IN THE MATTER OF DX SECURE MAIL LIMITED

- and -

IN THE MATTER OF THE COMPANIES ACT 2006

—

SCHEME OF ARRANGEMENT
(under Part 26 of the Companies Act 2006)

- between -

DX SECURE MAIL LIMITED

- and -

THE SCHEME CREDITORS
(as defined below)

1 Preliminary

1.1 Definitions

In the Scheme, unless inconsistent with the subject or context, the following expressions bear the following meanings

"Amended and Restated Senior Facilities Agreement"	the Senior Facilities Agreement as amended, varied and restated pursuant to the Scheme in the form attached at Annex 1
"Amended and Restated Intercreditor Agreement"	the Intercreditor Agreement as amended, varied and restated pursuant to the Scheme in the form attached at Annex 3
"Amended and Restated Mezzanine Facility Agreement"	the Mezzanine Facility Agreement as amended, varied and restated pursuant to the Scheme in the form attached at Annex 2
"Business Day"	any day on which banks are open for transactions of normal banking business in the City of London other than a Saturday, Sunday or public holiday

"Candover Parties"	Candover Investments plc, Candover 2005 Fund US No 1 Limited Partnership, Candover 2005 Fund US No 2 Limited Partnership, Candover 2005 Fund US No 3 Limited Partnership, Candover 2005 Fund US No 4 Limited Partnership, Candover 2005 Fund UK No 1 Limited Partnership, Candover 2005 Fund UK No 2 Limited Partnership, Candover 2005 Fund UK No 3 Limited Partnership, Candover 2005 Fund Co-Investment Scheme, Candover 2005 Fund Direct Co-Investment Plan, Candover 2005 Offshore Employee Benefit Trust, Candover (Trustees) Limited (2005) and Candover Finance (Guernsey) No 1 Limited
"Cayco"	DX Group Holdings (Cayman) No 1 Limited, registered in the Cayman Islands with registered number 211971
"Cayco B Issuance Amount"	<p>in relation to a Mezzanine Creditor, means the number of Cayco B Ordinary Shares equal to</p> $(A/B) \times C$ <p>where</p> <p>"A" is the amount of that Mezzanine Creditor's Mezzanine Claims,</p> <p>"B" is the aggregate amount of all Mezzanine Claims, and</p> <p>"C" is 157</p>
"Cayco B Ordinary Shares"	ordinary B shares of \$0.01 each in the capital of Cayco
"Cayco D Issuance Amount"	<p>in relation to a Second Lien Creditor, means the number of Cayco D Ordinary Shares equal to</p> $(A/B) \times C$ <p>where</p> <p>"A" is the amount of that Second Lien Creditor's Mezzanine Claims,</p> <p>"B" is the aggregate amount of all Second Lien Claims, and</p> <p>"C" is 109</p>
"Cayco D Ordinary Shares"	ordinary D shares of \$0.01 each in the capital of Cayco
"Cayco Ordinary Shares"	Cayco B Ordinary Shares or Cayco D Ordinary Shares (as applicable)
"Cayco Shareholders' Agreement"	the shareholders' agreement relating to Cayco to become effective on the Effective Date of the Scheme in the form attached as Annex 4, setting out (among other things) certain rights and obligations of the Mezzanine Creditors and the Second Lien Creditors in respect of Cayco Ordinary Shares

following implementation of the Restructuring

"Company"	DX Secure Mail Limited, registered in England with registered number 5844344
"Deed of Undertaking"	the deed of undertaking made or to be made by the Candover Parties, Cayco and Guernseyco, pursuant to which each of them has agreed to appear by Counsel at the hearings to sanction the Scheme, to consent to, and undertake to be bound by, the Scheme, and to execute or procure to be executed all such documents, and to do or procure to be done all such acts and things, as may be necessary or desirable to be executed or done by it for the purpose of giving effect to the Scheme
"Effective Date"	the date on which the Scheme becomes effective in accordance with clause 4.9
"Excluded Default"	<p>an event of default under the Senior Facilities Agreement, the Mezzanine Facility Agreement or the Intercreditor Agreement (as appropriate) which occurred prior to the Effective Date where the circumstances that have given rise to such event of default are continuing or remain outstanding after the Effective Date but which is not</p> <ul style="list-style-type: none">(a) a Specified Default,(b) a failure to comply with any financial covenant contained in clause 26 (<i>Financial covenants</i>) of the Senior Facilities Agreement or clause 22 (<i>Financial covenants</i>) of the Mezzanine Facility Agreement, and/or(c) the June Payment Default,(d) an Information Default, <p>or any cross default resulting from, or material adverse change evidenced by, any of the same</p>

“Facility A”	Facility A as defined in the Senior Facilities Agreement
“Facility Agent”	the Senior Facility Agent or the Mezzanine Facility Agent, as the context requires
“Facility B”	Facility B as defined in the Senior Facilities Agreement
“Facility C”	Facility C as defined in the Senior Facilities Agreement
“Facility D”	Facility D as defined in the Senior Facilities Agreement
“Finance”	DX Finance Limited, registered in England with registered number 5844349
“Funding Note”	a Funding Note as defined in the Mezzanine Facility Agreement
“Funding Noteholder”	a Funding Noteholder as defined in the Mezzanine Facility Agreement
“Group”	the Parent and its subsidiaries from time to time and, in addition, after the Effective Date, Cayco and its subsidiaries from time to time
“Guernseyco”	Box Finance (Guernsey) Limited, registered in Guernsey with registered number 51579
“Guernseyco B Total Issuance Amount”	the aggregate amount of Guernseyco Ordinary B Shares to be issued to the Mezzanine Creditors (being 3920 such shares)
“Guernseyco D Total Issuance Amount”	the aggregate amount of Guernseyco Ordinary D Shares to be issued to the Second Lien Creditors (being 2000 such shares)
“Guernseyco Ordinary Shares”	Guernseyco Ordinary B Shares or Guernseyco Ordinary D Shares (as applicable)
“Guernseyco Ordinary B Shares”	ordinary B shares of £0.01 each in the capital of Guernseyco
“Guernseyco Ordinary D Shares”	ordinary D shares of £0.01 each in the capital of Guernseyco
“Guernseyco Shareholders’ Agreement”	the shareholders’ agreement relating to Guernseyco to become effective on the Effective Date of the Scheme in the form attached as Annex 5, setting out (among other things) certain rights and obligations of the Mezzanine Creditors and the Second Lien Creditors in respect of Guernseyco Ordinary Shares following implementation of the Restructuring
“Information Default”	<p>any default or event of default arising as a result of a failure to supply</p> <ul style="list-style-type: none"> (i) audited consolidated financial statements for the financial year ended 30 June 2009, (ii) a budget for the financial year ending 30 June 2011, (iii) any monthly or quarterly financial statements in respect of any period ending, or date falling, prior to

the Effective Date, and/or

- (iv) any financial covenant compliance certificate meant to accompany any of the financial statements referred to in (i) or (iii) above

"Intercreditor Agreement"	the intercreditor agreement dated 5 July 2006 relating to the Senior Facilities Agreement and the Mezzanine Facility Agreement, as amended and restated thereafter, between, amongst others, the Company and The Governor and Company of the Bank of Scotland (now Bank of Scotland plc) in various capacities including as security trustee, facility agent in relation to the Senior Facilities Agreement and facility agent in relation to the Mezzanine Facility Agreement
"June Payment Default"	any failure to make repayments of Facility A on 30 June 2010 as provided for in the Senior Facilities Agreement
"Loan Notes"	the £30,000,000 15 25% senior subordinated redeemable loan notes due 2016 and the £20,000,000 15 5% junior subordinated redeemable loan notes 2016 issued by Finance
"Lock-Up Agreement"	the lock-up agreement dated 15 April 2010 between amongst others, the Parent, the Company, the Candover Parties and certain Scheme Creditors
"Mezzanine Borrower"	a Borrower as defined in the Mezzanine Facility Agreement in respect of the Mezzanine Facility
"Mezzanine Cash Interest"	the interest (totaling £56,564 92) that is due from the Company and unpaid in respect of the Mezzanine Facility under clause 10 2(a) of the Mezzanine Facility Agreement for the interest period from 1 July 2009 to 30 September 2009, excluding any default interest thereon
"Mezzanine Claim"	any claim in respect of (i) principal outstanding under the Mezzanine Facility as at the Scheme Record Time (including under or in respect of any Funding Notes) and (ii) any accrued but unpaid interest thereon as at the Scheme Record Time
"Mezzanine Creditor"	a creditor of the Company under, and in respect of, the Mezzanine Facility (including, for the avoidance of doubt a Funding Noteholder)
"Mezzanine Facility"	the Mezzanine Facility as defined in the Mezzanine Facility Agreement
"Mezzanine Facility Agent"	the facility agent under and in respect of the Mezzanine Facility, as provided for in the Mezzanine Facility Agreement
"Mezzanine Facility Agreement"	the mezzanine facility agreement dated 5 July 2006 between, amongst others, the Parent and The Governor and Company of the Bank of Scotland (now Bank of Scotland plc) in various capacities as mandated lead arranger, lender, security trustee and facility agent, as amended and/or restated thereafter
"Obligors"	the Obligors as defined in the Senior Facilities Agreement and the Obligors as defined in the Mezzanine Facility Agreement
"Other Scheme"	the scheme of arrangement under part 26 of the Companies

	Act 2006 made or to be made between DX Holdings Limited and its scheme creditors on similar terms (<i>mutatis mutandis</i>) to this Scheme
"Parent"	DX Group Limited, incorporated in England with registered number 5769062
"Restructuring"	the proposed restructuring of the capital structure of the Group described in the Lock-Up Agreement, including the transfer of the shares in Parent to Cayco, the agreements of arrangements and/or compromises in relation to certain of the debts and other financial obligations of the Group and the issue of Ordinary Shares pursuant to the Schemes and certain ancillary restructuring agreements
"Restructuring New Facility"	the Restructuring New Facility as defined in the Amended and Restated Intercreditor Agreement in the form attached as Annex 6
"Revolving Facility"	the Revolving Facility as defined in the Senior Facilities Agreement
"Scheme"	this scheme of arrangement in its present form or with, or subject to, any modification, addition or condition which the Court may think fit to approve or impose, as appropriate and agreed to by the Company, Guernseyco and Cayco
"Scheme Claim"	<p>in relation to a Senior Creditor, the amounts owing by the Company to that Senior Creditor in respect of (i) principal outstanding under Facility A, Facility B, Facility C and/or the Revolving Facility as at the Scheme Record Time, and (ii) any accrued but unpaid interest thereon as at the Scheme Record Time, and</p> <p>in relation to a Second Lien Creditor, the amounts owing by the Company to that Second Lien Creditor in respect of (i) principal outstanding under Facility D as at the Scheme Record Time and (ii) any accrued but unpaid interest thereon as at the Scheme Record Time, and</p> <p>in relation to a Mezzanine Creditor, the amounts owing by the Company to that Mezzanine Creditor in respect of (i) principal outstanding under the Mezzanine Facility as at the Scheme Record Time and (ii) any accrued but unpaid interest thereon as at the Scheme Record Time</p>
"Scheme Consideration"	in relation to a Mezzanine Creditor, the Guernseyco Ordinary B Shares to be allotted pursuant to the Scheme
"Scheme Creditors"	the Senior Creditors, the Second Lien Creditors and the Mezzanine Creditors
"Scheme Default"	a default or event of default which is caused by, or is a consequence of, the Restructuring (including the Scheme) and/or its implementation (whether occurring prior to, on or after the Effective Date)
"Scheme Record Time"	6 00 pm London time on 9 July 2010

"Second Lien Borrower"	a Borrower as defined in the Senior Facilities Agreement in respect of Facility D
"Second Lien Claim"	any claim in respect of (i) principal outstanding under Facility D as at the Scheme Record Time and (ii) any accrued but unpaid interest thereon as at the Scheme Record Time
"Second Lien Creditor"	a creditor of the Company under, and in respect of, Facility D
"Senior Borrower"	a Borrower as defined in the Senior Facilities Agreement in respect of Facility A, Facility B, Facility C and/or the Revolving Facility
"Senior Creditor"	a creditor of the Company under, and in respect of, Facility A, Facility B, Facility C and/or the Revolving Facility
"Senior Facilities Agreement"	the senior facilities agreement dated 5 July 2006 between, amongst others, the Parent and The Governor and Company of the Bank of Scotland (now Bank of Scotland plc) in various capacities as mandated lead arranger, lender, security trustee and facility agent, as amended and/or restated thereafter
"Senior Facility Agent"	the facility agent under and in respect of Facility A, Facility B, Facility C, the Revolving Facility and Facility D, as provided for in the Senior Facilities Agreement
"Specified Default"	an Actual Mezzanine Event of Default, an Actual Senior Event of Default, an Anticipated Mezzanine Event of Default and/or an Anticipated Senior Event of Default, each as defined in the Lock-Up Agreement
"Subscription Price"	\$0.01 for each Cayco Ordinary Share

References to clauses are to clauses of the Scheme

1.2 Recitals

- 1.2.1 The Company was incorporated and registered in England and Wales as a private limited company on 13 June 2006 with the name De Facto 1275 Limited and changed its name to Mail Acquisitions 1 Limited on 3 July 2006. It changed its name to DX Secure Mail Limited on 5 February 2007. The Company's registered number is 05844344. As at 27 July 2009, the date of the Company's last annual return to Companies House, the issued share capital of the Company was £12,028,980 divided into 12,028,980 ordinary shares of £1 each.
- 1.2.2 Cayco was incorporated and registered in the Cayman Islands as a private limited company on 5 June 2008 with the name Mount Vernon Investments Limited and is resident for tax purposes in the United Kingdom and with a registered number of 211971. On 26 May 2010 Mount Vernon Investments Limited changed its name to DX Group Holdings (Cayman) No 1 Limited. Cayco was incorporated with a share capital of one ordinary share. On the Effective Date, when new articles of association have been adopted and the various subscriptions referred to in this Scheme have been made, the share capital of Cayco will be increased to 2550 A ordinary shares of \$0.01 each, 2450 B ordinary shares of \$0.01 each, 785 C1 ordinary shares of \$0.01 each, 960 C2 ordinary shares of \$0.01 and 1700 D ordinary shares of \$0.01 each.

- 1 2 3 Guernseyco was incorporated and registered in Guernsey on 10 March 2010 with one ordinary share with registered number 51579 and with the name Box Finance (Guernsey) Limited. Certain of the Candover Parties have subscribed for 4080 A ordinary shares in Guernseyco of £0.01 each and on the Effective Date, when new articles of association have been adopted and the various subscriptions referred to in this Scheme have been made, the share capital of Guernseyco will be increased so that it consists of 4080 A ordinary shares of £0.01 each, 3920 B ordinary shares of £0.01 each, 2000 D ordinary shares of £0.01 each (Shares) and 76,200,493 ordinary deferred shares of £0.0001 per share.
- 1 2 4 The Obligors have been unable to meet certain of their obligations under the Senior Facilities Agreement and the Mezzanine Facility Agreement. As a result, various of the Scheme Creditors, the Parent, the Company and the Candover Parties (among others) have entered into the Lock-Up Agreement with a view to the implementation of the Restructuring.
- 1 2 5 The Candover Parties, Cayco and Guernseyco have each agreed, pursuant to a Deed of Undertaking, to appear by Counsel at the hearing to sanction the Scheme, to consent to, and undertake to be bound by, the Scheme, and to execute or procure to be executed all such documents, and to do or procure to be done all such acts and things, as may be necessary or desirable to be executed or done by it for the purpose of giving effect to the Scheme.

1.3 Conditions

A copy of the Final Court Order sanctioning the Scheme shall not be delivered to the Registrar of Companies unless and until the following conditions have been satisfied:

- 1 3 1 each Mezzanine Creditor shall have
- (i) subscribed for its Cayco B Issuance Amount of Cayco B Ordinary Shares at the Subscription Price (and Cayco shall have issued the same), and
 - (ii) executed and delivered the Cayco Shareholders' Agreement,
- 1 3 2 each Second Lien Creditor shall have
- (i) subscribed for its Cayco D Issuance Amount of Cayco D Ordinary Shares at the Subscription Price (and Cayco shall have issued the same), and
 - (ii) executed and delivered the Cayco Shareholders' Agreement,
- 1 3 3 either the Parent shall have become a wholly-owned subsidiary of Cayco or arrangements shall be in place for the Parent to become wholly-owned subsidiary of Cayco conditional only upon this Scheme and the Other Scheme having become effective,
- 1 3 4 either Guernseyco shall have become the sole legal and beneficial owner of the Loan Notes or arrangements shall be in place for Guernseyco to become the sole legal and beneficial owner of the Loan Notes conditional only upon this Scheme and the Other Scheme having become effective,
- 1 3 5 one or more of the Candover Parties shall have committed, subject to the occurrence of the Effective Date and the effective date of the Other Scheme, to subscribe for the loan notes to be issued under the Restructuring New Facility,

- 13.6 the Senior Facility Agent shall have confirmed that it has received (or waived the receipt of, as appropriate) each of the documents and/or other evidence listed in Annex 7 in form and substance satisfactory to it (acting reasonably), and
- 13.7 the Court shall have made an order sanctioning the Other Scheme pursuant to section 899 of the Companies Act 2006

2 The Scheme

2.1 On the Effective Date, in relation to the Senior Facilities Agreement

- 2.1.1 the rights and obligations of the parties to the Senior Facilities Agreement shall each be amended, varied and restated as set out in the Amended and Restated Senior Facilities Agreement,
- 2.1.2 all existing defaults and events of default under the Senior Facilities Agreement existing at the Effective Date (except for any Excluded Defaults) and any Scheme Defaults shall be waived, along with any default interest then due from the Company (if any), and
- 2.1.3 subject to clause 2.5, Guernseyco shall forthwith, in accordance with the terms of the Deed of Undertaking, allot and issue the Guernseyco D Issuance Amount of Guernseyco Ordinary D Shares, credited as fully paid, to the Second Lien Creditors, and the Second Lien Creditors shall subscribe for such Guernseyco Ordinary D Shares, with each Second Lien Creditor receiving a number of Guernseyco Ordinary D Shares equal to

$$(A/B) \times C$$

where

"A" is the amount of that Second Lien Creditor's Second Lien Claims,

"B" is the aggregate amount of all Second Lien Claims, and

"C" is 128

2.2 On the Effective Date, in relation to the Mezzanine Facility Agreement

2.2.1

- (a) other than in respect of the Mezzanine Cash Interest, Guernseyco shall acquire (and the Mezzanine Creditors shall transfer) all of the Mezzanine Creditors' rights under or in respect of the Mezzanine Facility (including under or in respect of any Funding Notes) and the Mezzanine Creditors shall cease to have any rights against any member of the Group in respect of the Mezzanine Facility (including any Funding Notes), all such rights being exercisable by Guernseyco and Guernseyco shall be deemed

- (i) to have become a lender under the Mezzanine Facility Agreement, and
- (ii) to have acceded to the Amended and Restated Intercreditor Agreement as a lender under the Mezzanine Facility Agreement,

and the Mezzanine Facility Agent shall be directed to (and shall be entitled to) record the above in its books and records relating to the Mezzanine Facility without the need for any further formalities that might otherwise be required for the same

by the Mezzanine Facility Agreement (such as the execution of a transfer certificate or an accession deed),

- (b) the rights and obligations of the parties to the Mezzanine Facility Agreement shall each be amended, varied and restated as set out in the Amended and Restated Mezzanine Facility Agreement,
- (c) the obligations and liabilities of the Company under and in respect of the Mezzanine Facility (including any Funding Notes) shall cease
 - (i) to be secured on or by any of the Company's assets, and/or
 - (ii) to be guaranteed or indemnified by any other member of the Group, whether under section 7 (*Guarantee*) of the Mezzanine Facility Agreement or otherwise (and each other member of the Group shall be released from such guarantees and indemnities),

and any security granted by any other member of the Group over its assets shall cease to stand as security for obligations and liabilities under or in respect of the Mezzanine Facility (including any Funding Notes),

- (d) the Company shall pay to the Mezzanine Facility Agent, for the account of the Mezzanine Creditors (pro rata to their commitments between themselves), the Mezzanine Cash Interest,

2 2 2 all existing defaults and events of default by the Company under the Mezzanine Facility Agreement existing at the Effective Date (except for any Excluded Defaults) and any Scheme Defaults shall be waived, along with any default interest then due from the Company (whether in respect of the Mezzanine Cash Interest or otherwise), and

2 2 3 subject to clause 2 5, in consideration for Guernseyco's acquisition (and the Mezzanine Creditors' transfer) of the Mezzanine Creditors' rights in respect of the Mezzanine Facility in accordance with clause 2 2 1, Guernseyco shall forthwith, in accordance with the terms of the Deed of Undertaking, allot and issue the Guernseyco B Issuance Amount of Guernseyco Ordinary B Shares, credited as fully paid, to the Mezzanine Creditors, and the Mezzanine Creditors shall subscribe for such Guernseyco Ordinary B Shares, with each Mezzanine Creditor receiving a number of Guernseyco Ordinary B Shares equal to

$(A/B) \times C$

where

"A" is the amount of that Mezzanine Creditor's Mezzanine Claims,

"B" is the aggregate amount of all Mezzanine Claims, and

"C" is 251

2.3 On the Effective Date, in relation to the Intercreditor Agreement

2 3 1 the rights and obligations of the parties to the Intercreditor Agreement shall be amended, varied and restated as set out in the Amended and Restated Intercreditor Agreement,

2.3.2 all existing defaults and events of default by the Company under the Intercreditor Agreement existing at the Effective Date (except for any Excluded Default) and any Scheme Defaults shall be waived

2.4 The amendments, variations and restatements of the Senior Facilities Agreement, the Mezzanine Facility Agreement and the Intercreditor Agreement and the other provisions of this clause 2 shall be final and shall apply for all purposes including, without limitation, for the purpose of (i) amending, varying and restating or (ii) releasing (as appropriate) claims against (and obligations and liabilities of) guarantors in respect of claims against, and liabilities of, the Company in respect of Scheme Claims and each Scheme Creditor shall be prohibited from asserting any right or taking any action against any such guarantor which would be inconsistent therewith

2.5

2.5.1 Where the number of Guernseyco Ordinary Shares to be allotted and issued to any Scheme Creditor under this Scheme (or to any person to whom such a Scheme Creditor has assigned or transferred any of its Scheme Claims where such assignment or transfer is recognised by the Company in accordance with clause 3), pursuant to clause 2.2.3 includes a fraction, that number shall be rounded down to the nearest whole number

2.5.2 Following the issue and allotment of Guernseyco Ordinary Shares, Scheme Creditors' rights in respect of the Guernseyco Ordinary Shares will be governed by Guernseyco's articles of association (and Guernseyco proposes to amend its articles of association to reflect the rights of the Scheme Creditors in respect of the Guernseyco Ordinary Shares on the Effective Date of the Scheme (although this amendment shall take place outside the scope of the Scheme)) and in addition, the rights and obligations of Scheme Creditors in respect of the Guernseyco Ordinary Shares shall also be governed by (and subject to) the terms of the Guernseyco Shareholders' Agreement

2.5.3 Any director of Guernseyco is irrevocably authorised on behalf of each applicable Scheme Creditor to

(i) subscribe for any Guernseyco Ordinary Shares to which it is entitled under the Scheme, and

(ii) to execute and deliver the Guernseyco Shareholders' Agreement,

in each case on its behalf (or on behalf of person to whom a Scheme Creditor has assigned or transferred any of its Scheme Claims where such assignment or transfer is recognised by the Company in accordance with clause 3)

3 Assignments or Transfers after the Scheme Record Time

The Company shall be under no obligation to recognise any assignment or transfer of a Scheme Claim after the Scheme Record Time for the purposes of determining entitlements under this Scheme and has no obligations hereunder to any person other than a Scheme Creditor, provided that, where the Company has received from the relevant parties notice in writing of an assignment or transfer prior to the Effective Date, the Company may, in its sole discretion and subject to the production of such other evidence in relation to such transfer or assignment as it may require and to any other terms and conditions which the Company may consider necessary or desirable, agree to recognise such assignment or

transfer for the purposes of making distributions under this Scheme. Any assignee or transferee of a Scheme Claim so recognised by the Company shall be bound by the terms of this Scheme as a Scheme Creditor and shall produce such evidence as the Company may reasonably require to confirm that it has agreed to be bound by the terms of this Scheme, and no Scheme Consideration shall be distributed to such person until such evidence has been received by the Company.

4 General Scheme Provisions

4.1 Costs

The Company shall pay in full all costs, charges, expenses and disbursements incurred by it in connection with the negotiation, preparation and implementation of the Scheme as and when they arise, including, but not limited to, the costs of holding the meetings of Scheme Creditors as convened by the Court, the costs of obtaining the sanction of the Court and the costs of placing the notices required by the Scheme.

4.2 Modifications of the Scheme

The Company, Guernseyco and Cayco, at any hearing to sanction the Scheme, jointly consent on behalf of the Scheme Creditors to any modification of the Scheme or terms or conditions that the Court may think fit to approve or impose.

4.3 Obligations on days other than a Business Day

If any sum is due or obligation is to be performed under the terms of the Scheme on a day other than a Business Day, the relevant payment shall be made, or obligation performed, on the next Business Day.

4.4 Notice

4.4.1 Any notice or other written communication to be given under or in relation to the Scheme shall be given in writing and shall be deemed to have been duly given if it is delivered by hand or sent by courier, post or fax to

(a) in the case of the Company

(i) by courier or post to DX Secure Mail Limited, DX Group, DX House, Ridgeway, Iver, Bucks, SL0 9JQ, marked for the attention of Ian Pain, or

(ii) by fax marked for the attention of Ian Pain, on 01753 631 631,

(b) in the case of Cayco

(i) by courier or post to DX Group Holdings (Cayman) No 1 Limited, DX Group, DX House, Ridgeway, Iver, Bucks, SL0 9JQ, marked for the attention of Ian Pain, or

(ii) by fax marked for the attention of Ian Pain, on 01753 631 631,

(c) in the case of Guernseyco

(i) by courier or post to Box Finance (Guernsey) Limited, c/o IAG Private Equity, PO Box 282, Regency Court, Glatigny Esplanade, St

Peter Port, Guernsey, GY1 3RH marked for the attention of Chris Cochrane, or

(ii) by fax marked for the attention of Chris Cochrane, on 01481 716868, and

(d) in the case of a Scheme Creditor, its last known address or by its last known fax number according to the relevant Facility Agent

4.4.2 Any notice or other written communication to be given under the Scheme shall be deemed to have been served

(e) if delivered by hand or courier, on the first Business Day following delivery,

(f) if sent by post, on the second Business Day after posting if the recipient is in the country of dispatch, otherwise on the seventh Business Day after posting, and

(g) if by fax, on the Business Day sent

4.4.3 In proving service, it shall be sufficient proof, in the case of a notice sent by post, that the envelope was properly stamped, addressed and placed in the post

4.4.4 The accidental omission to send any notice, written communication or other document in accordance with this clause 4.4, or the non-receipt of any such notice by any Scheme Creditor, shall not affect the provisions of the Scheme

4.4.5 The Company shall not be responsible for any loss or delay in the transmission of any notices, other documents or payments posted by or to any Scheme Creditors which shall be posted at the risk of such Scheme Creditors

4.5 Future liquidation

The Scheme shall be unaffected by any liquidation or administration of the Company after the Effective Date and shall, in these circumstances, continue according to its terms

4.6 Governing law and jurisdiction

4.6.1 The Scheme and any non-contractual obligations arising out of or in connection with the Scheme shall be governed by, and construed in accordance with, the laws of England and Wales and the Scheme Creditors hereby agree that the Courts of England shall have exclusive jurisdiction to hear and determine any suit, action or proceeding and to settle any dispute which may arise out of or in connection with the Explanatory Statement or any provision of the Scheme, or out of any action taken or omitted to be taken under the Scheme or any non-contractual obligations arising out of or in connection with the Scheme. For such purposes the Scheme Creditors irrevocably submit to the jurisdiction of the Court, provided, however, that nothing in this clause 4.6 shall affect the validity of other provisions determining governing law and jurisdiction as between the Company and any of its Scheme Creditors, whether contained in any contract or otherwise

4.6.2 The Scheme shall take effect subject to any prohibition or condition imposed by law

4.7 Register of Members

Immediately after the issue and allotment of the Guernseyco Ordinary Shares to the Scheme Creditors which are entitled to them pursuant to the Scheme, Guernseyco shall update its register of members to reflect the issue and allotment of such Guernseyco Ordinary Shares

4.8 Certificates

As soon as reasonably practicable after the Effective Date, Guernseyco shall procure that certificates in respect of the Guernseyco Ordinary Shares are sent by first class post (airmail, if applicable) to the Scheme Creditors entitled to the Guernseyco Ordinary Shares pursuant to the Scheme (at the risk of such Scheme Creditors)

4.9 Effective Date

4.9.1 Subject to the satisfaction of the conditions set out at Clause 1.3, the Scheme shall become effective as soon as a copy of the Final Court Order sanctioning the Scheme shall have been delivered by or on behalf of the Company to the Registrar of Companies

4.9.2 Unless the Scheme shall have become effective on or before 31 July 2010 (or such later date prior to 31 December 2010 as the Majority Senior Creditors (as defined in the Intercreditor Agreement), the Majority Facility D Lenders (as defined in the Intercreditor Agreement), the Majority Mezzanine Lenders (as defined in the Intercreditor Agreement), the Company, Guernseyco and Cayco may agree and the Court allows), it shall never become effective

Dated 16 July 2010

Project Box – Financing Conditions Precedent

1 Corporate authorisations

- (a) A copy of the constitutional documents of each relevant Obligor and Cayco
- (b) A copy of a resolution of the board of directors of each relevant Obligor and Cayco:
 - (i) approving the terms of, and the transactions contemplated by, the Restructuring Documents (to which it is party) and resolving that it executes the Restructuring Documents (to the extent that it is party), and
 - (ii) authorising a specified person or persons to execute the Restructuring Documents (to the extent that it is party)
- (c) A specimen signature of each person authorised by the resolution referred to in paragraph (b) above. These signatures must be certified by a director or secretary of the relevant person to be genuine
- (d) A certificate of an authorised signatory of the relevant Obligor and Cayco:
 - (i) confirming that each of the board resolutions authorising entry into the Restructuring Documents remains in full force and effect without modification (as at the Effective Date), and
 - (ii) certifying that each copy document relating to it specified in this list is complete and up-to-date on a date no earlier than the Effective Date

2 Equity Documents

A copy of each Equity Document, duly executed (and which, in each case will be come effective in accordance with their terms upon registration of the Schemes)

3 Restructuring New Facility Agreement

- (a) An original copy of the Restructuring New Facility Agreement and any related intercompany loan executed by the parties thereto.
- (b) Evidence satisfactory to the Agent that the monies to subscribe for the £15,000,000 loan note to be issued under the Restructuring New Facility Agreement are available and committed to such subscription on the Effective Date

4 Escrow letter agreement

An original copy of the escrow letter agreement between the Parent, the Agent and Freshfields Bruckhaus Deringer LLP executed by the parties thereto.

5 Restructuring Hedging Letter

An original copy of the Restructuring Hedging Letter executed by the parties thereto

6 Restructuring Steps Plan

An original copy of the Restructuring Steps Plan (together with a statement of reliance for the Lenders)

7. Restructuring Group Structure Chart

A certified copy of the Restructuring Group Structure Chart as if the Restructuring Transaction has occurred showing the intended structure of the Group as at the Effective Date

8 Miscellaneous

- (a) "Know your customer" documentation in relation to the Parent and each Borrower
- (b) A letter from each Guarantor confirming (among other things) that at and after the Effective Date its guarantee and other obligations under clause 23 (*Guarantee and Indemnity*) of the Senior Facilities Agreement shall continue in full force and effect (subject to the limitations in that clause) and extend to all obligations of the Obligors under the Finance Documents notwithstanding the amendments effected by the Scheme
- (c) Evidence that immediately after the making of the payment of the Mezzanine Cash Interest, Guernseyco will replace Bank of Scotland plc as the Mezzanine Facility Agent

No. 4852 of 2010

IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION
COMPANIES COURT
MRS JUSTICE PROUDMAN

16 July 2010

**Re: IN THE MATTER OF DX SECURE MAIL
LIMITED**

- and -

**IN THE MATTER OF
THE COMPANIES ACT 2006**

**ORDER SANCTIONING
SCHEME OF ARRANGEMENT**

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Sealed by HSCm 