

MG01

Particulars of a mortgage or charge



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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 reg
particulars of a charge for a Sco
company To do this, please use
form MG01s

FRIDAY



LJJ08NAG

LD6

10/09/2010

386

COMPANIES HOUSE

1

Company details

Company number

2 9 5 4 3 4 3

Company name in full

Easynet Limited (the "Charging Company")

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

d0 d1 m0 m9 y2 y0 y1 y0

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

Deed of accession and charge dated 1 September 2010 made between the
Charging Company and one other (1) in favour of HSBC Corporate Trustee
Company (UK) Limited (in its capacity as Security Agent for the
Beneficiaries (as defined in the Continuation Pages to Section 6 of this
Form MG01)) (2) (the "Accession Deed") to a Debenture (as defined in the
Continuation Pages to Section 6 of this is Form MG01)

4

Amount secured

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

Amount secured

The Secured Sums (as defined in the Continuation
Pages to Section 6 of this Form MG01)

Reference to any Finance Document (as defined in
the Continuation Pages to Section 6 of this Form
MG01) includes references to such Finance Document
varied in any manner from time to time, even if
changes are made to the composition of the parties
to such document or to the nature or amount of any
facilities made available under such document

Continuation page

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

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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 (in its capacity as Security Agent for the Beneficiaries)

8 Canada Square, Canary Wharf, 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

In this section 6 of this Form MG01 references to Clauses and Schedules are to Clauses of, and Schedules to, the Accession Deed unless otherwise specified. References in this Form MG01 to the Accession Deed or to any other document (including any Finance Document) include reference to the Accession Deed, or to such other document, as varied in any manner from time to time. Definitions used in this Form MG01 are set out at the end of the Continuation Pages to this Section 6.

The Continuation Pages to this Section 6 refer to covenants by, and restrictions on, the Charging Company which protect and further define the charges created by the Accession Deed and which must be read as part of those charges.

The Accession Deed creates fixed charges and a Qualifying Floating Charge over all or substantially all of the Charging Company's assets as follows:

Particulars of property mortgaged or charged

1 By Clause 3.1 (Assignments), the Charging Company, with full title guarantee, as security for the payment or discharge of all Secured Sums, assigned absolutely to the Security Agent

(a) the benefit of all of its Acquisition Agreement Claims,

(b) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies,

(c) all its rights, title and interest from time to time in respect of the Hedging Agreements, and

(d) all its rights, title and interest from time to time in respect of any Structural Intra-Group Loans

PLEASE ALSO SEE ATTACHED CONTINUATION PAGES

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

Not applicable

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 Hogen Loans International L.P. X

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

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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 F3/CCP

Company name
Hogan Lovells International
LLP

Address Atlantic House

50 Holborn Viaduct

Post town London

County/Region

Postcode E C 1 A 2 F G

Country England

DX 57 London Chancery Lane

Telephone +44 20 7296 2000



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

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

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(Continuation Page 1 of Section 6)

2 By Clause 4 1 (*Fixed Security*) the Charging Company, with full title guarantee, as security for the payment or discharge of all Secured Sums, charged to the Security Agent

(a) [*intentionally left blank.*]

(b) by way of legal mortgage, all Land in England and Wales vested in it at the Deed Date and not registered at the Land Registry,

(c) by way of fixed charge

(i) all other Land which at the Deed Date, or in the future becomes, its property,

(ii) all interests and rights in or relating to Land or the proceeds of sale of Land at the Deed Date or in the future belonging to it,

(iii) all plant and machinery at the Deed Date or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of Clause 4 1 of the Accession Deed,

(iv) all rental and other income and all debts and claims at the Deed Date or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land,

(v) all Specified Investments which are its property at the Deed Date, including all proceeds of sale derived from them,

(vi) all Specified Investments in which the Charging Company may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them,

(vii) all Derivative Rights of a capital nature at the Deed Date or in the future accruing or offered in respect of its Specified Investments,

(viii) all Derivative Rights of an income nature at the Deed Date or in the future accruing or offered at any time in respect of its Specified Investments,

PLEASE SEE NEXT CONTINUATION PAGE

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(Continuation Page 2 of Section 6)

- (x) all its goodwill and uncalled capital for the time being,
- (xi) [*intentionally left blank,*]
- (xii) all Intellectual Property belonging to it at the Deed Date, including such right, title and interest as it has in any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,
- (xiii) all Intellectual Property that may be acquired by or belong to it in the future, including such right, title and interest as it has in any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,
- (xiv) the benefit of all agreements and licences at the Deed Date or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world,
- (xv) all its rights at the Deed Date or in the future in relation to trade secrets, confidential information and know-how in any part of the world,
- (xvi) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (c)(xii) to (xv) inclusive of Clause 4 1 of the Accession Deed,
- (xvii) all trade debts at the Deed Date or in the future owing to it,
- (xviii) all Intra-Group Loans,
- (xix) all other debts at the Deed Date or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group,
- (xx) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that any such items are for the time being effectively assigned under Clause 3 1 (*Assignments*),
- (xxi) all its interests and rights (if any) in or to any money at any time standing to the credit of any Receivables Account,
- (xxii) any beneficial interest, claim or entitlement it has to any pension fund at the Deed Date or in the future,

PLEASE SEE NEXT CONTINUATION PAGE

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(Continuation Page 3 of Section 6)

(ix) all insurance or assurance contracts or policies at the Deed Date or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are at the Deed Date or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in the Accession Deed,

(xxiii) all rights, money or property accruing or payable to it at the Deed Date or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of the Accession Deed,

(xxiv) all moneys at any time standing to the credit of any Holding Account and/or Mandatory Prepayment Account, and

(xxv) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them

3 By Clause 5 1 (*Creation of floating charge*), the Charging Company, with full title guarantee, charged to the Security Agent as security for the payment or discharge of all Secured Sums, by way of floating charge

(a) all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security referred to in paragraph 1 above or charged by any fixed charge referred to in paragraph 2 above, including any Assets comprised within a charge which is reconverted under Clause 4 4 (*Reconversion*) of the Debenture, and

(b) without exception, all its Assets in so far as they are at the time being situated in Scotland,

to, this floating charge) or take any other step referred to in Clause 7 (*Negative pledge and other restrictions*) of the Debenture with respect to any such Asset, and the Charging Company shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of any such Asset except by way of sale in the ordinary course of its business

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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(Continuation Page 4 of Section 6)

Covenants and Restrictions contained in the Debenture

- 1 By acceding to Clause 6.3 (*No Derogation*) of the Debenture the Charging Company agreed not to purport, without the Security Agent's prior written consent, to charge, factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any Receivable in favour of any person or do or omit to do anything which might delay or prejudice its full recovery,
- 2 By acceding to Clause 7 (*Negative Pledge and other restrictions*) of the Debenture the Charging Company agreed that it would not without the prior written consent of the Security Agent (and with the exception of Permitted Security)
 - (i) create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Assets, or
 - (ii) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so,
- 3 By acceding to Clause 11.2 (*Negative covenants*) of the Debenture the Charging Company agreed that without the prior written consent of the Security Agent it would not (amongst other things)
 - (i) exercise any power of leasing in relation to its Land, or accept surrenders of leases of its Land or agree to do so,
 - (ii) extend, renew on substantially different terms or vary any lease or tenancy agreement or give any licence to assign or underlet in relation to its Land to the extent that it would be reasonably likely to adversely affect its value or the value of the Security constituted by the Accession Deed,
 - (iii) share the occupation of any Land with any other person or agree to do so, and

PLEASE SEE NEXT CONTINUATION PAGE

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(Continuation Page 5 of Section 6)

4 By acceding to Clause 12.2 (*Negative covenants*) of the Debenture the Charging Company agreed that without the prior written consent of the Security Agent (other than as expressly permitted by the Finance Documents), it would not

- (i) sell, assign, lease, license, sub-license or grant any interest in its Intellectual Property Rights, or purport or agree to do so or part with possession or ownership of them, or allow any third party access to, or the right to use or exploit, any Intellectual Property Rights,
- (ii) enter into any contract or arrangement for supply or otherwise whereby any third party obtains any assignment of or any right or licence in relation to any Intellectual Property Rights on the occurrence or non-occurrence of any future event or circumstance whatever,
- (iii) amend the specification of any registered trade mark included in its Intellectual Property Rights or authorise or permit any third party to register any trade mark which is the same as or confusingly similar to any such trade mark in respect of goods or services which are the same as or similar to the goods or services for which such trade mark is registered, or
- (iv) amend the specification or drawings referred to in any granted patent

Definitions

In this Form MG01 the following expressions shall have the meanings respectively set out below

"Acquisition Agreement" has the meaning given to that term in the Facilities Agreement,

"Acquisition Agreement Claims" means all the Charging Company's rights, title and interest and benefit in and to, and any sums payable to the Charging Company pursuant to, all representations, warranties, undertakings and indemnities to, agreements with and security to be provided in favour of the Charging Company, and any rights of abatement or set-off, and all other rights of recovery under or pursuant to the Acquisition Agreement or any other Acquisition Document,

"Acquisition Document" means the Acquisition Agreement, the Disclosure Letter, the Tax Deed and any other document designated as an "Acquisition Document" by the Agent and the Parent (each term as defined in the Facilities Agreement unless otherwise defined in this Section 6 of this Form MG01),

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(Continuation Page 6 of Section 6)</p> <p>"Agent" means HSBC Bank plc, a company with registered number (00014259) and with its registered address at 8 Canada Square, London E14 5HQ,</p> <p>"Assets" means all the Charging Company's undertaking, property, assets, revenues and rights of every description, or any part of them,</p> <p>"Beneficiary" means each Senior Finance Party, each Hedge Counterparty, each Bridge Loan Creditor and each Subordinated Creditor,</p> <p>"Bridge Loan Agreement" has the meaning given to that term in the Intercreditor Agreement,</p> <p>"Bridge Loan Arrangement Fee Letter" means the arrangement fee letter entered into in connection with the Bridge Loan Agreement,</p> <p>"Bridge Loan Creditor" has the meaning given to that term in the Intercreditor Agreement,</p> <p>"Bridge Loan Finance Document" the Bridge Loan Agreement, the Bridge Loan Group Guarantee and the Bridge Loan Arrangement Fee Letter,</p> <p>"Bridge Loan Group Guarantee" has the meaning given to that term in the Intercreditor Agreement,</p> <p>"Chargor" means each company named below and (with effect from its accession) each other company which executes a deed of accession and charge and any company which subsequently adopts the obligations of a Chargor</p> <p>EGHL Limited (registered number 7297398),</p> <p>EGHL (UK) Limited (registered number 7297727), and</p> <p>Easynet Limited (registered number 2954343),</p> <p>"Debenture" means the debenture dated 15 July 2010 made between EGHL (UK) Limited, EGHL Limited and the Security Agent,</p> <p>"Deed Date" means 1 September 2010,</p> <p>"Derivative Rights" includes</p> <p>(a) allotments, rights, money or property arising at any time in relation to any Investments by way of conversion, exchange, redemption, bonus, preference, option or otherwise,</p> <p>(b) dividends, distributions, interest and other income paid or payable in relation to any Investments, and</p> <p>(c) stock, shares and securities offered in addition to or in substitution for any Investments,</p> <p>PLEASE SEE NEXT CONTINUATION PAGE</p>	

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(Continuation Page 7 of Section 6)

"Facilities Agreement" means the unitranche and revolving facilities agreement dated 15 July 2010 between EGHL Limited as the Parent, the Subsidiaries of the Parent listed therein as Original Borrowers, the Subsidiaries of the Parent listed therein as Original Guarantors, Ares Capital Europe Limited and HSBC Bank plc as Mandated Lead Arrangers, HSBC Bank plc as Agent, HSBC Corporate Trustee Company (UK) Limited as Security Agent, the financial institutions listed therein as Original Lenders and HSBC Bank plc as Issuing Bank (each term as defined therein),

"Finance Document" each Senior Finance Document, each Hedging Agreement, each Bridge Loan Finance Document and each Subordinated Creditor Finance Document,

"Fixed Security Asset" means an Asset for the time being comprised within an assignment created by Clause 3 1 (*Assignments*) or within a mortgage or fixed charge created by Clause 4 1 (*Fixed security*) or arising on crystallisation of a floating charge whether under Clause 4 (*Crystallisation*) of the Debenture or otherwise,

"Group" means the Parent and its Subsidiaries for the time being,

"Hedge Counterparty" has the meaning given to that term in the Intercreditor Agreement,

"Hedging Agreements" has the meaning given to that term in the Intercreditor Agreement,

"Holding Account" means an account

(a) held in England by a member of the Group with a Finance Party (as defined in the Facilities Agreement),

(b) identified in a letter between the Parent and the Agent as a Holding Account, and

(c) subject to Security in favour of the Security Agent which Security is in form and substance satisfactory to the Security Agent,

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

"Insurance Policies" means any contract or policy of insurance of the Charging Company (including all cover notes) of whatever nature which are from time to time taken out by or on behalf of the Charging Company or (to the extent of its interest) in which the Charging Company has an interest at any time,

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="312 371 1034 405">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="312 421 746 454">(Continuation Page 8 of Section 6)</p> <p data-bbox="312 483 1474 678">"Investments" means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Schedule 2, Part II of the Financial Services and Markets Act 2000), whether certificated or uncertificated and whether in registered or bearer form, including all depositary interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Investments by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise,</p> <p data-bbox="312 707 1461 808">"Land" includes freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures),</p> <p data-bbox="312 837 1283 871">"Loan Notes" has the meaning given to that term in the Facilities Agreement,</p> <p data-bbox="312 900 1398 967">"Loan Note Group Guarantee" has the meaning given to that term in the Intercreditor Agreement,</p> <p data-bbox="312 996 1425 1030">"Loan Note Instrument" has the meaning given to that term in the Facilities Agreement,</p> <p data-bbox="312 1059 1214 1093">"Mandatory Prepayment Account" means an interest-bearing account</p> <ul style="list-style-type: none"> <li data-bbox="312 1122 1394 1189">(a) held in England by a Borrower with a Finance Party (as defined in the Facilities Agreement), <li data-bbox="312 1218 1286 1285">(b) identified in a letter between the Parent and the Agent as a Mandatory Prepayment Account, <li data-bbox="312 1314 1394 1382">(c) subject to Security in favour of the Security Agent which Security is in form and substance satisfactory to the Agent and Security Agent, and <li data-bbox="312 1411 1430 1478">(d) from which no withdrawals may be made by any members of the Group except as contemplated by the Facilities Agreement, <p data-bbox="312 1507 1283 1541">(as the same may be redesignated, substituted or replaced from time to time),</p> <p data-bbox="312 1570 1355 1637">"Majority Senior Creditors" has the meaning given to that term in the Intercreditor Agreement,</p> <p data-bbox="312 1666 879 1700">PLEASE SEE NEXT CONTINUATION PAGE</p>

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(Continuation Page 9 of Section 6)

"Intellectual Property" means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) anywhere in the world and, in each case, any extensions and renewals of, and any applications for, such rights,

"Intellectual Property Rights", means all and any of the Charging Company's Intellectual Property and all other intellectual property rights, causes of action, interests and assets charged by it pursuant to paragraphs (c)(xii) to (xvi) inclusive of Clause 4.1 (*Fixed security*),

"Intercreditor Agreement" means the intercreditor agreement dated 1 September 2010 and made between, among others, the Parent, EGHL (UK) Limited the Debtors, the Security Agent, the Senior Lenders, the Arrangers, the Investors, the Bridge Loan Creditor and the Intra-Group Lenders (each term as defined therein, unless otherwise defined in this Section 6 of this Form MG01),

"Intra-Group Loans" means those debts owing to the Charging Company by another member of the Group being the amounts shown in the table below

Borrower	Amount
Easynet NV/SA	£1,072,286
Easynet SAS	£2,114,570
Easynet Group Inc	£3,322,359
Easynet GmbH	£139,039

"Parent" means EGHL Limited a limited liability company incorporated under the laws of England and Wales with registered number 7297398,

"Permitted Security" has the meaning given to that term in the Facilities Agreement,

"Receivables" means all the Charging Company's sums of money receivable by it at the Deed Date or in the future consisting of or payable under or derived from any Asset described in Clause 4.1 (*Fixed security*),

"Receivables Account" means such separate and denominated account or accounts with the Security Agent or such bank as may be specified in writing by the Security Agent for the purpose of receiving payments of the proceeds of the Receivables,

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(Continuation Page 10 of Section 6)

"Secured Sums" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Chargor to all or any of the Beneficiaries under each or any of the Finance Documents, in each case together with

(a) all costs, charges and expenses incurred by any Beneficiary in connection with the protection, preservation or enforcement of its rights under any Finance Document, and

(b) all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Finance Document or the obligations and liabilities imposed under such documents

"Security" includes any mortgage, charge, pledge, lien, hypothecation, arrangement or deposit by way of security, or other security interest securing any obligations of any person or any other agreement or arrangement having a similar effect,

"Security Agent" means HSBC Corporate Trustee Company (UK) Limited acting as security agent and trustee for the Beneficiaries and includes any successor appointed by the Majority Senior Creditors pursuant to the Finance Documents,

"Senior Finance Document" means the Debenture, the Facilities Agreement, any Accession Deed, any Ancillary Document, any Letter of Credit, any Compliance Certificate, any Fee Letter, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as a "Finance Document" by the Agent and the Parent (each as defined in the Facilities Agreement unless otherwise defined in this Section 6 of this Form MG01),

"Senior Finance Party" means the Agent, the Arranger, the Security Agent, a Lender or any Ancillary Lender (each as defined in the Facilities Agreement unless otherwise defined in this Section 6 of this Form MG01),

"Specified Investments" means, in relation to a Chargor, all Investments which at any time

(a) represent a holding in a Subsidiary of such Chargor or an undertaking which would be its subsidiary undertaking if in section 1162(2)(a) of the Companies Act 2006 "30 per cent or more" were substituted for "a majority",

(b) are held in the name of the Security Agent or its nominee or to its order, or

(c) that Chargor has deposited the certificates for with the Security Agent or which, if uncertificated, are held in an escrow or other account in favour of the Security Agent or its nominee,

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Short particulars

(Continuation Page 11 of Section 6)

"Structural Intra-Group Loans" has the meaning given to that term in the Facilities Agreement,

"Subordinated Creditor" has the meaning given to that term in the Intercreditor Agreement,

"Subordinated Creditor Finance Document" means the Loan Note Instrument, the Loan Notes, and the Loan Note Group Guarantee,

"Subsidiary" means an entity of which a person

(a) has direct or indirect Control (as defined in the Facilities Agreement)

(b) owns directly or indirectly more than fifty per cent (50%) of the share capital or similar right of ownership, or

(c) is entitled to receive more than fifty per cent (50%) of the dividends or distributions,

and any entity (whether or not so controlled) treated as a subsidiary in the latest financial statements of that person from time to time



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 2954343
CHARGE NO. 8**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF ACCESSION AND
CHARGE DATED 1 SEPTEMBER 2010 AND CREATED BY
EASYNET LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM EACH CHARGOR TO ALL OR ANY OF THE
BENEFICIARIES 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 10 SEPTEMBER 2010**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 SEPTEMBER
2010**



Companies House
— for the record —



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