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Please complete
legibly, preferably
in black type, or
bold block lettering

* insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £10 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



3985580

Name of company

* MOZART EP LIMITED (formerly Leadfair Limited) (the "Company")

Date of creation of the charge

5th August 2000

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

Debenture dated 5th August 2000 between (1) The Company and (2) Morgan Stanley Senior Funding, Inc. as Security Agent for itself and the other Finance Parties (as defined in the Debenture (the "Debenture").

Amount secured by the mortgage or charge

Particulars of the amount secured by the Debenture are set out in Part 3 of the Schedule to this Form 395.

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

Morgan Stanley Senior Funding, Inc. c/o Morgan Stanley Dean Witter Bank Limited, Cabot Square, 25 Canary Wharf, London.

Postcode EC14 4QA

Presenter's name address and
reference (if any):

F.A.O Christine Tadros
Shearman & Sterling
Broadgate West
9 Appold Street
London EC2A 2AP

Ref:CT/177801/30346.25

Time critical reference

For official Use
Mortgage Section

Post room



LD4
COMPANIES HOUSE

L98QST2Z

0266
15/08/00

Short particulars of all the property mortgaged or charged

Short particulars of all the property mortgaged or charged are set out in Part 4 of the Schedule to this Form 395.

Part 8 of the Schedule to this Form 395 contains covenants by and restrictions on the Company and must be read as part of the charges created by the Debenture.

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Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

NIL

Signed

Shearman & Sterling

Date

15th August 2000

On behalf of [company] [mortgagee/chargee] †

A fee of £10 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 and the charge was created 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 and the charge was created 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 situate 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

SCHEDULE

Part 1

Definitions

"Bank Balances" means the balances from time to time standing to the credit of the Charged Accounts and any other current, deposit or other account from time to time held by any Charging Company or in which it has an interest with any person and the debts represented by such balances (whether in any such case the relevant account is in the name of the Charging Companies solely or jointly with other persons or in the name of a nominee or any other person whatsoever);

"Book Debts" means all book and other debts of any nature whatsoever from time to time due or owing to each of the Charging Companies, the proceeds of any of the same and the benefit of all Investments, rights, Security Interests and guarantees of any nature whatsoever from time to time enjoyed or held by it in relation thereto (other than Bank Balances);

"Charged Accounts" means the Collection Account, any Cash Collateral Accounts and any other account described in Clause 4.3 (*Book Debts*) of the Debenture;

"Charged Assets" means, subject to Clause 6.2 (*Scope of Appointment*), assets from time to time subject to the Charges or which this Debenture from time to time purports to charge or any Part of those assets;

"Charges" means Security Interests created or which may at any time be created by or pursuant to this Debenture or any of such Security Interests and **"Charge"** shall be construed accordingly;

"Collection Account" means any account maintained by any Charging Company with the Security Agent or any other bank specified by the Security Agent which the Security Agent shall specify as an account into which the proceeds of the collection or realisation of Book Debts are to be paid;

"Delegate" means a delegate or sub-delegate appointed, directly or indirectly, pursuant to Clause 8.4 (*Delegation*) of the Debenture;

"Designated EPD Cash Amounts" means any amount of EPD Net Proceeds generated or received during the period prior to the date falling 12 months after the Effective Date which the Newco Borrowers, the Parent and/or Parent 2 are entitled to apply in accordance with clause 8.3(b)(iii)(A) and 8.3(b)(iv)(A) of the Senior Facilities Agreement at the expiry of the period ending 12 months after the Effective Date in accordance with clause 8.3(d) of the Senior Facilities Agreement;

"Effective Date" is defined in the Senior Facilities Agreement;

"EPD Net Proceeds" is defined in the Senior Facilities Agreement;

"Event of Default" means an Event of Default as such term is defined in the Senior Facilities Agreement or the Senior Subordinated Facility Agreement or both (as the context may require);

"Finance Documents" means the Senior Finance Documents and the Senior Subordinated Finance Documents;

"Finance Parties" means the Senior Finance Parties and the Senior Subordinated Finance Parties;

"Intellectual Property" means all patents and patent applications, trade and/or service marks and trade and/or service mark applications (and all goodwill associated with such applications), all brand and/or trade names and/or domain names, all copyrights and rights in the nature of copyright, all topographical or similar rights, all design rights, all registered designs and applications for registered designs, all confidential information, trade secrets, know-how and all other intellectual property of any description whatsoever throughout the world owned by the Charging Companies or in which the Charging Companies have any interest and all rights under any licences or agreements entered into by the Charging Companies, relating to the use or exploitation of any intellectual property;

"Intercompany Loan Agreements" is defined in the Senior Facilities Agreement;

"**Intercreditor Deed**" is defined in the Senior Facilities Agreement;

"**Intra-Group Debt**" is defined in the Intercreditor Deed;

"**Investment**" means any bill of exchange or other negotiable instrument, certificate of deposit, debenture, bond, share, stock or other security or investment;

"**Permitted Security Interest**" means the Security Interests permitted under Clause 16.3(d) (*Negative Pledge*) of the Senior Facilities Agreement and the equivalent clause in the Senior Subordinated Facility Agreement;

"**Property**" means freehold and leasehold property in England or Wales and other real estate anywhere in the world and any reference to any Property or any estate or interest therein includes a reference to all rights, easements and liberties from time to time attached or appurtenant thereto, all buildings and fixtures from time to time therein or thereon and the proceeds of sale of all or any part thereof;

"**Receiver**" means an administrative receiver, receiver and manager or other receiver appointed in respect of the Charged Assets by the Security Agent (whether appointed pursuant to this Debenture, pursuant to any Statute, by a court or otherwise);

"**Release Date**" has the meaning ascribed thereto in Clause 16.4 (*Redemption*) of the Debenture;

"**Relevant Documents**" means the Security Insurances and Intercompany Loan Agreements and all other loan agreements evidencing Intra-Group Debt;

"**Security Interest**" is defined in the Senior Facilities Agreement;

"**Senior Subordinated Finance Parties**" has the meaning ascribed to it in the Senior Subordinated Facility Agreement;

"**Senior Finance Parties**" has the meaning ascribed to it in the Senior Facilities Agreement;

"**Senior Facilities Agreement**" means the senior facilities agreement dated 5th August, 2000 between, inter alios, the Charging Companies, Morgan Stanley Senior Funding Inc, Deutsche Bank AG London and UBS Warburg as arrangers, Morgan Stanley Dean Witter Bank Limited as affiliate lender and Morgan Stanley Senior Funding, Inc. as syndication and documentation agent, facility agent and security agent and the original banks (as amended, supplemented and/or restated from time to time

"**Senior Subordinated Facility Agreement**" means the senior subordinated facility agreement, in agreed terms, between, inter alia, the Charging Companies, Morgan Stanley Senior Funding Inc, Deutsche Bank AG London and UBS Warburg as arrangers, Morgan Stanley Dean Witter Bank Limited as affiliate lender and Morgan Stanley Senior Funding, Inc. as syndication and documentation agent, facility agent and security agent and the original lenders (as amended, supplemented and/or restated from time to time);

"**Statutes**" means the Companies Act 1985, the Insolvency Act 1986, the Law of Property Act 1925 and any other Acts of Parliament referred to now or hereafter relevant in the context of this Debenture.

Part 2

Charging Companies

<u>Name</u>	<u>Number</u>
BlueAzure Limited	4005584
Nextweb Limited	3984537
Readycyber Limited	3985386
Everybring Limited	4013493
Widocard Limited	3979023
Knightcyber Limited	3960904
Onlineyoung Limited	3985588

Leadfair Limited	3985580
Mozart UK Holdings	4045971
Mozart Jersey Holdings No 1 Limited	77819
Mozart Jersey Holdings No 2 Limited	77820

Part 3

Amount Secured by the Mortgage or Charge

All indebtedness and other liabilities of any nature of any Charging Company due, owing or incurred to the Security Agent and/or any of the other Finance Parties and/or any Receiver under or in connection with the Finance Documents, or any of them, (including, without limitation, under any amendments, supplements or restatements of any of the Finance Documents including any relating to the provision of new or further advances) (whether existing at the date of the Debenture or arising thereafter and whether originally indebtedness or liabilities to all or any of the Finance Parties and/or any Receiver or any other person or persons) including joint and several indebtedness and liabilities of the Charging Companies and any other person, indebtedness and liabilities as guarantor, indemnifier or surety (whether before or after any default by the primary obligor) and contingent indebtedness and liabilities in any currency or currencies, whether present or future together with all interest accruing thereon (calculated in accordance with the relevant clause on default interest in the Senior Facilities Agreement or the Senior Subordinated Facility Agreement, as the case may be) and all costs, charges and expenses incurred in connection therewith (together, the "**Liabilities**").

Part 4

Short Particulars of all the Property Mortgaged or Charged

1. Under Clause 2.1 of the Debenture, each Charging Company as security for the payment of all Liabilities charged with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Finance Parties):
 - (a) by way of first legal mortgage, the Scheduled Property (specified in Part 7 of this Schedule) and all other Property in England or Wales belonging to it at the time of the Debenture and (to the extent capable of being charged) all rights in relation to or under and all benefits of any covenants for title given or entered into by any predecessor in title of the Charging Companies and moneys paid or payable in respect of such covenants;
 - (b) by way of first fixed charge, all estates, interests, rights, easements and liberties at any time belonging to it in or in relation to any Property (except that charged by Clause 2.1(a) or excluded pursuant to Clause 2.8 of the Debenture) including Property acquired by it after the date of the Debenture;
 - (c) by way of first fixed charge, except to the extent specifically assigned pursuant to Clause 2.2 (*Assignment*) of the Debenture:
 - (i) subject to Clause 2.9 of the Debenture, all of its Book Debts and all its benefits, rights and interests in any other Book Debts other than Designated EPD Cash Amounts;
 - (ii) subject to Clause 2.9 (*No legal charge over the shares of Mozart UK Holdings*) of the Debenture, all of its Scheduled Investments (specified in Part 5 of this Schedule) and all other Investments belonging to it at any time (whether at law or in equity) together with all dividends, interest and other distributions paid or payable in respect thereof and all accretions, options, benefits, rights, moneys, assets or other advantages accruing or offered at any time by way of bonus or otherwise to the holder thereof or in respect thereof;
 - (iii) all of its capital which is from time to time uncalled;

- (iv) all of the Scheduled Intellectual Property (set out in Part 6 of this Schedule) and all other Intellectual Property belonging to it at any time;
- (v) the benefit of all licences of, and all agreements entered into or the benefits of which are enjoyed by the Charging Companies relating to the use or exploitation of, Intellectual Property which have been or are granted in the future either by or to it;
- (vi) all benefits, rights, title and interest from time to time of each Charging Company under or in respect of any present or future contracts and/or policies of insurance ("Security Insurances") or any claim or the proceeds of any claim thereunder (to the extent that the same are not otherwise subject to an effective Fixed Charge pursuant to subclauses 2.1(c)(i) – (v) and (vii) – (xi) of the Debenture including, without limitation, all monies received by it as described in Clause 4.8 (*Insurance Proceeds*) of the Debenture;
- (vii) all personal chattels belonging to any Charging Company at any time and its interest in any personal chattels in its possession;
- (viii) all goodwill of the Charging Companies;
- (ix) all of its Bank Balances and all its rights, benefits and interests in any other Bank Balances;
- (x) all benefits, rights, title and interest (including, without limitation, the right to receive any compensation) from time to time of the Charging Companies under or in respect of any present or future licence, consent, authorisation, concession, agreement (including, without limitation, the Relevant Documents), warranty, bond, guarantee or letter of credit (to the extent that the same are not subject to an effective Fixed Charge pursuant to sub-clauses 2.1(c)(i)-(ix) and (xi) of the Debenture or to an effective security assignment under Clause 2.2 of the Debenture); and
- (xi) all benefits, rights, title and interests of the Charging Companies from time to time in, under or in respect of any pension fund or plan,

Provided that any Property in relation to which title has been registered at HM Land Registry with a quality of title other than absolute freehold or leasehold (as appropriate) will be charged with limited title guarantee.

2. Under Clause 2.2 of the Debenture, each Charging Company as security for the payment of all Liabilities, with full title guarantee assigned absolutely by way of security (subject to the proviso for redemption mentioned below) to the Security Agent (for the benefit of itself and the other Finance Parties) all rights, title, interest and benefits present or future of the Charging Companies in, under or in respect of, and the right to enforce, each of the Relevant Documents, provided that in each case the right of the Security Agent to enforce shall only arise following the occurrence of an Event of Default that is continuing unremedied and unwaived.

The assignments referred to in Clause 2.2(a) of the Debenture are subject to the proviso that on payment or discharge in full of the Liabilities to the satisfaction of the Security Agent, but subject to Clause 16.4 (*Redemption*) of the Debenture, the Security Agent will, at the request and cost of the person lawfully requiring the Security Agent so to do, re-assign any of the property described in Clause 2.2(a) of the Debenture then vested in it to the relevant Charging Company.

3. Under Clause 2.3 but subject to Clause 2.8 of the Debenture, each Charging Company, as security for the payment of all Liabilities charged with full title guarantee by way of first floating charge in favour of the Security Agent (for the benefit of itself and the other Finance Parties), its undertaking and all its assets both present and future not otherwise effectively mortgaged, charged or assigned by the Debenture, other than Designated EPD Cash Amounts. The floating charges created by the Charging Companies under Clause 2.3 of the Debenture shall, except as otherwise agreed in writing by the

Security Agent, rank in priority to any other Security Interest which shall be created or permitted to arise by the Charging Companies after the date of the Debenture.

4. Under Clause 2.3(b) of the Debenture, it was agreed that the Security Agent may by written notice to the Charging Companies convert with immediate effect the floating charges created by the Charging Companies pursuant to the Debenture into fixed charges as regards such assets as may be specified (whether generally or specifically) in such notice if an Event of Default occurs and is continuing unremedied and unwaived or the Security Agent reasonably considers those assets to be in jeopardy (due to a significant risk of being seized or sold pursuant to any distress, execution, sequestration or other process). Notwithstanding any other provision of the Debenture (and without prejudice to the circumstances in which the floating charges thereby created will crystallise under general law) if the Charging Companies create or agree to create any Security Interest (other than a Permitted Security Interest) over all or any of the Charged Assets without the prior written consent of the Security Agent or if any person levies or agrees to levy any distress, execution, sequestration or other process against any of the assets which are charged by way of the first floating charge, then with immediate effect and without notice the floating charge created by the Debenture shall automatically convert into a Fixed Charge over such assets.

Part 5

Details of the Scheduled Investments

<u>Name of Company</u>	<u>Company Number</u>	<u>Name of Investment</u>	<u>Company Number</u>	<u>Shareholding (percentage)</u>
Mozart UK Holdings	4045971	BlueAzure UK Limited	4005584	100%
Leadfair Limited	3985580	Nextweb Limited	3984537	100%
Mozart Jersey Holdings No 1 Limited	77819	ReadyCyber Limited	3985386	50%
Mozart Jersey Holdings No 2 Limited	77820	ReadyCyber Limited	3985386	50%
ReadyCyber Limited	3985386	Everybring Limited	4013493	100%
Mozart Jersey Holdings No 1 Limited	77819	Widecard Limited	3979023	50%
Mozart Jersey Holdings No 2 Limited	77820	Widecard Limited	3979023	50%
Mozart Jersey Holdings No 1 Limited	77819	KnightCyber Limited	3960904	50%
Mozart Jersey Holdings No 2 Limited	77820	KnightCyber Limited	3960904	50%
KnightCyber Limited	3960904	Onlineyoung Limited	3985588	100%
Mozart Jersey Holdings No 1 Limited	77819	Leadfair Limited	3985580	50%

Mozart Jersey Holdings No 2 Limited	77820	Leadfair Limited	3985580	50%
ReadyCyber Limited	3985386	Mozart UK Holdings	4045971	25%
Widcard Limited	3979023	Mozart UK Holdings	4045971	25%
KnightCyber Limited	3960904	Mozart UK Holdings	4045971	25%
Leadfair Limited	3985580	Mozart UK Holdings	4045971	25%

Part 6

Details of the Scheduled Intellectual Property

NONE

Part 7

Details of the Scheduled Property

NONE

Part 8

General Restrictions and Obligations

1. Under Clause 4.1(a) of the Debenture, it was agreed that, subject to Clause 4.3 (*Book Debts*) of the Debenture, except with the consent of the Security Agent, each Charging Company shall not and shall procure that none of its subsidiaries shall, until after the Release Date:
 - (a) create or permit to be outstanding any Security Interest over all or any of its assets other than a Security Interest expressly permitted under the terms of the Senior Facilities Agreement and the Senior Subordinated Facility Agreement; or
 - (b) unless required to do so by the Statutes, sell, transfer, assign, lease, hire out, lend or otherwise dispose of any of the Charged Assets or permit any person to do any such thing except as expressly provided for or permitted under the Senior Facilities Agreement and the Senior Subordinated Facility Agreement; or
 - (c) dispose of the equity of redemption in respect of all or any part of the Charged Assets.
2. Under Clause 4.1(b)(ii), each Charging Company undertakes that until after the Release Date it shall promptly notify the Security Agent of any event which may materially and adversely affect any of its Charged Assets over which the Debenture creates or purports to create a Fixed Charge or affect in any way its ability to perform its obligations under the Debenture;
3. Under Clause 4.2(b)(i) of the Debenture, until an Event of Default occurs and is continuing unwaived or unremedied, each Charging Company shall be entitled to (i) receive and retain all dividends, distributions and other monies paid on or derived from the Investments; and (ii) exercise or direct the exercise of the voting rights attached to any Investment which comprises part of its Charged Assets in such manner as it sees fit Provided that the relevant Charging Company shall not exercise or direct the exercise of any such voting rights in a manner prejudicial to the Security Interests constituted by the Debenture or which causes a Default to occur.

4. Under Clause 4.4(b) of the Debenture, unless:

- (a) the Charges have become enforceable; or
- (b) an Event of Default has occurred and is continuing unremedied or unwaived;

any monies in respect of the Book Debts received by any Charging Company and paid into its Collection Accounts in accordance with the requirements of Clause 4.3(c) (*Book Debts*) of the Debenture shall, in the absence of any written directions to the contrary from the Security Agent, upon being paid into the Collection Accounts be released from the fixed charge created by Clause 2.1 (*Fixed Charges*) of the Debenture and shall become subject to the floating charge created by Clause 2.3 (*Floating Charge*) of the Debenture. Such release from the fixed charge over Book Debts shall not affect, and shall be entirely without prejudice to, the continuance of the said fixed charge on all other Book Debts of the Charging Companies outstanding from time to time.

5. Under Clause 4.9(a) of the Debenture, each Charging Company agreed not to cause or permit to be done anything which could reasonably be expected in any way to depreciate, jeopardise or otherwise prejudice to a material extent the value to the Security Agent of the security constituted by the Debenture (other than fair wear and tear arising from the use of such security in the ordinary course of a Charging Company's business).

6. Under Clause 8.4 of the Debenture, it was agreed that the Security Agent may delegate in any manner to any person (as it may reasonably believe to be qualified to carry out the powers, authorities and discretions delegated) all or any of the rights which are exercisable by the Security Agent under the Debenture. Any such delegation may be made upon such terms and conditions (including power to sub-delegate) as the Security Agent may think fit. The Security Agent shall not be in any way liable or responsible to the Charging Companies or any other person for any costs, charges, losses, liabilities or expenses arising from any act, default, omission or misconduct on the part of any Delegate except to the extent that such costs, charges, losses or liabilities shall be caused by its or the Delegate's gross negligence, fraud, recklessness or wilful default.

7. Under Clause 11.1 of the Debenture, it was agreed that each Charging Company by way of security irrevocably appointed the Security Agent, every Receiver and every Delegate severally as its attorney, on its behalf and in its name or otherwise, at such time and in such manner as the attorney may think fit:

- (a) to execute and do all such assurances, acts and things which each Charging Company is obliged to do under the Debenture including without limitation to make any demand upon or to give any notice or receipt to any person by whom any Book Debt or Bank Balance is for the time being owing;
- (b) generally in its name and on its behalf to exercise all or any of the rights conferred on the Security Agent, any Receiver or any Delegate in relation to the Charged Assets or under the Debenture.

Provided that such power of attorney and any power exercisable thereunder shall not be exercisable (other than pursuant to Clause 10 (*Further Assurance*)) of the Debenture until after the Charges have become enforceable.

FILE COPY



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

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

COMPANY No. 03985580

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 5th AUGUST 2000 AND CREATED BY MOZART EP LIMITED FOR SECURING ALL INDEBTEDNESS AND OTHER LIABILITIES OF ANY NATURE OF ANY CHARGING COMPANY DUE OWING OR INCURRED TO MORGAN STANLEY SENIOR FUNDING INC (AS SECURITY AGENT AND TRUSTEE FOR THE FINANCE PARTIES) AND/OR ANY OF THE OTHER FINANCE PARTIES UNDER OR IN CONNECTION WITH THE FINANCE DOCUMENTS OR ANY OF THEM (INCLUDING WITHOUT LIMITATION, UNDER ANY AMENDMENTS, SUPPLEMENTS OR RESTATEMENTS OF ANY OF THE FINANCE DOCUMENTS INCLUDING ANY RELATING TO THE PROVISION OF NEW OR FURTHER ADVANCES) AND/OR TO ANY RECEIVER (ALL TERMS AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 15th AUGUST 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17th AUGUST 2000.

R
LD



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



C O M P A N I E S H O U S E