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COMPANIES FORM No. 403a

Declaration of satisfaction in full or in part of mortgage or charge

403a

CHFP025

Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

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

* Insert full name
of company

To the Registrar of Companies
(Address overleaf)

For official use

Company number

116

3796971

Name of company

* IXEUROPE PLC

I, KAREN BACH

of BRAMBA COTTAGE, SOUTH ROAD, WINDSFIELD GRV, W. SUSSEX RH17 7QS

† Delete as
appropriate

‡ Insert a
description of the
instrument(s)
creating or
evidencing the
charge, eg
'Mortgage',
'Charge',
'Debenture' etc

§ The date of
registration may
be confirmed
from the
certificate

¶ Insert brief
details of
property

[a director] [~~the secretary~~] ~~DO NOT WRITE IN THESE SPACES~~ † of the above company, do
solemnly and sincerely declare that the debt for which the charge described below was given has been
paid or satisfied in (full) ~~(part)~~ ‡

Date and Description of charge ‡ SHARE ACCOUNT PLEDGE AGREEMENT 28 JULY 2006

Date of Registration § 22 August 2006

Name and address of [chargee] ~~DO NOT WRITE IN THESE SPACES~~ CIT Capital Finance (UK) Limited
Peninsular House, 30-36 Monument Street, London, EC3R 8LJ

Short particulars of property charged ¶ See Schedule 1, Continuation Sheet 1

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835

Declared at 3 NOBLE STREET,
LONDON EC2V 7EE

Declarant to sign below

Day Month Year
on 10 07 2007

before me

unbladye
A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths

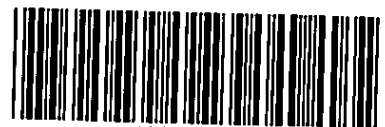
Presentor's name, address and
reference (if any)

Simmons & Simmons
CityPoint
One Ropemaker Street
London
EC2Y 9SS (PDA/KAW)
2102-58/2165601

For official use
Mortgage section

Post room

THURSDAY



A28DPR6J
12/07/2007 208
COMPANIES HOUSE

Notes

The address for companies registered in England and Wales or Wales is -

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF14 3UZ

Name of Company: IXEurope PLC

Company Number: 3796971

SCHEDULE 1

Short Particulars of Property Charged

The Pledgor pledges

- (i) the Pledged Account being the shares account (Compte d'instruments financiers) within the meaning of Article 431-4 of the French Monetary and Financial Code (Code Monétaire et Financier) (the "Code") as opened in the books of Interconnect Exchange Europe SAS (the "Company") in its capacity as holder (teneur de compte) of the Pledged Account ("Account Holder") in the name of the Pledgor and to which the Shareholder Interest, (meaning the 229,658 ordinary registered shares held by the Pledgor (in its capacity as shareholder of the Company) in the issued share capital of the Company and registered in the Pledged Account (the "Shares"), all dividends, prepayment of dividends, interest and other distributions thereon (fruits et produits) and all shares, other shareholder interests (instruments financiers), other securities (valeurs mobilières) (and the dividends, prepayment of dividends, interest and other distributions (fruits et produits) thereon), rights, moneys or property, whether present or future, actual or contingent, from time to time credited to such Pledged Account, and
- (ii) the Pledged Bank Account meaning the bank account to be opened in the books of the Bank Account Holder being the bank with which the Pledged Bank Account shall be opened, in the name of the Pledgor and to which all dividends paid in cash (dividends en numéraire) or other interest, distributions or rights to distributions in cash only, in respect of the Shareholder Interest, have been or will be credited in accordance with the terms of Article 431-4 of the code) (other than the dividends paid in cash (dividendes en numéraire) or other interest, distributions or rights to distributions in cash only) has been credited in accordance with the terms of the Share Account Pledge Agreement

During the continuance of the security created by the Share Account Pledge Agreement the Pledgor

- (a) will not take any action whereby the rights attaching to its Shareholder Interest or the Pledged Account are altered or the pledge over such account is affected,
- (b) will not allow any Security (as defined in the SFA) to be created or remain on the Pledged Account or Shareholder Interest other than that created pursuant to the Finance Documents,
- (c) will request the Account Holder (and the Account Holder undertakes accordingly) to credit to the Pledged Account (i) any shareholder Interest attributed to it in accordance with the Share Account Pledge Agreement, excluding any dividends, interest or distributions (fruits et produits) to which the Pledgor is entitled to in accordance with the Share Account Pledge Agreement and (ii) any dividends, interests or distributions (fruits et produits) received in accordance with the Share Account Pledge Agreement, and will sign all documents and take all action (and the Account Holder undertakes accordingly) necessary to this effect as further provided in the Share Account Pledge Agreement,
- (d) will not exercise the voting rights attached to its Shareholder Interest in a way that would be materially prejudicial to the validity or enforceability of the security constituted by the Share Account Pledge Agreement, would adversely affect the rights of the Secured Parties under this Share Account Pledge Agreement or would materially impair the value of the shares,

Continuation Sheet 2

- (e) will not (i) locate or permit to be located its Shareholder Interest, other than any dividends, interests or distributions (fruits et produits) to which the Pledgor is entitled to in accordance with the Share Account Pledge Agreement, in an account other than the Pledged Account, (ii) close or transfer the Pledged Account, nor (iii) appoint a new account holder other than the Account Holder, unless such new account holder has been approved by the Secured Parties (such approval not to be unreasonably withheld or delayed) and has agreed in writing to be bound by all the terms and conditions of the Share Account Pledge Agreement, as Account Holder,
- (f) will permit the Secured Parties, at any time, to request from the Account Holder that such information, reports and records in respect of the Pledged Account, including a Confirmation of Pledge shall be furnished upon demand of the Secured Parties and it will sign all documents and take all action necessary to this effect as further provided in the share Account Pledge Agreement, and
- (g) it will refrain from crediting or debiting, and the Account Holder undertakes not to credit or debit, the Pledged Account, or sell, transfer or otherwise dispose of, any part or whole of the Shareholder interest, otherwise than as permitted under the Share Account Pledge Agreement