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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

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

2111

4334320

Name of company

* Brightview Internet Services Limited ("Charging Company")

Date of creation of the charge

9 August 2004

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

Composite Guarantee and Debenture ("the Deed")

Amount secured by the mortgage or charge

See Schedule 1

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

Barclays Bank Plc, Midlands Corporate Banking
P O Box 3333
15 Colmore Row, Birmingham (the "Lender")

Postcode B3 2WN

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

DLA LLP
Victoria Square House, Victoria
Square, Birmingham, B2 4DL

PE.RJ.16043/120001

Time critical reference

For official Use
Mortgage Section

Post room



A08
COMPANIES HOUSE

0566
17/08/04

CHFP025

Please do not
write in
this margin

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

*insert full name
of Company

See Schedules 2 and 3

Please do not
write in
this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

DLA

Date 12 August 2004

On behalf of ~~XXXXXX~~ [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 TO M395

AMOUNT SECURED BY THE MORTGAGE OR CHARGE

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of any Group Company to the Lender (including all monies covenanted to be paid under the Deed), **provided** that no obligation or liability shall be included in the definition of "**Secured Obligations**" to the extent that, if it were so included, the Deed (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985 ("**Secured Obligations**").

1. FIXED SECURITY

1.1 Fixed charges

The Charging Company charges and agrees to charge all the present and future right, title and interest of the Charging Company in and to the following assets which are at any time owned by such Charging Company, or in which the Charging Company from time to time has an interest:

1.1.1 by way of first legal mortgage:

- (a) the Property (if any) specified in part 1 of schedule 3 of the Deed (*Details of Security Assets*); and
- (b) all other Property (if any) at the date of the Deed vested in, or charged to, the Charging Company (not charged by clause 5.1.1)) of the Deed;

1.1.2 by way of first fixed charge:

- (a) all other Property and all interests in Property (not charged by clause 5.1.1) of the Deed; and
- (b) all licences to enter upon or use land and the benefit of all other agreements relating to land;

1.1.3 by way of first fixed charge all plant and machinery (not charged under clause 5.1.1 or 5.1.2) of the Deed and the benefit of all contracts, licences and warranties relating to the same;

1.1.4 by way of first fixed charge:

- (a) all computers, vehicles, office equipment and other equipment (not charged by clause 5.1.3) of the Deed; and
- (b) the benefit of all contracts, licences and warranties relating to the same,

1.1.5 by way of:

- (a) first fixed charge all the Charged Securities referred to in part 2 of schedule 3 of the Deed (*Details of Security Assets*);
- (b) first fixed charge all other Charged Securities (not charged by clause 5.1.5(a)) of the Deed,

in each case, together with (1) all Related Rights from time to time accruing to those Charged Securities and (2) all rights which such Charging Company may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments;

1.1.6 by way of first fixed charge:

- (a) the Security Accounts and all monies at any time standing to the credit of the Security Accounts; and
- (b) all monies standing to the credit of the Charging Company from time to time on any and all accounts with any bank, financial institution or other person not otherwise charged by clause 5.1.6(a) of the Deed,

in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing;

1.1.7 by way of first fixed charge:

- (a) the Intellectual Property (if any) specified in part 3 of schedule 3 of the Deed; and
- (b) all other Intellectual Property (if any) (not charged by clause 5.1.7(a)) of the Deed;

1.1.8 to the extent that any of the Assigned Assets are not effectively assigned under clause 5.2 of the Deed (*Security assignments*), by way of first fixed charge those Assigned Assets;

1.1.9 by way of first fixed charge (to the extent not otherwise charged or assigned in the Deed):

- (a) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of the Charging Company or the use of any of its assets; and
- (b) any letter of credit issued in favour of the Charging Company and all bills of exchange and other negotiable instruments held by it; and

1.1.10 by way of first fixed charge all of the goodwill and uncalled capital of the Charging Company.

2. FLOATING CHARGE

The Charging Company charges and agrees to charge by way of first floating charge all of its present and future:

- 2.1 assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge or assigned pursuant to the provisions of clause 5.1 (*Fixed charges*), clause 5.2 of the Deed (*Security assignments*) or any other provision of the Deed; and
- 2.2 (whether or not effectively so charged) heritable property and all other property and assets in Scotland.

3. CONVERSION OF FLOATING CHARGE

3.1 Conversion by notice

The Lender may, by written notice to the Charging Company, convert the floating charge created under the Deed into a fixed charge as regards all or any of the assets of the Charging Company specified in the notice if:

- 3.1.1 an Event of Default has occurred and is continuing; or
- 3.1.2 the Lender (acting reasonably) considers any Security Assets (whether or not those specified in the notice) to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

4. NEGATIVE PLEDGE

Unless expressly permitted to do so under the Facilities Agreement, no Charging Company will do or agree to do any of the following without the prior written consent of the Lender:

- 4.1.1 create or permit to subsist any Encumbrance on any of the Security Assets other than to the extent permitted by the Facilities Agreement; or
- 4.1.2 sell, transfer, lease, lend or otherwise dispose of, whether by a single transaction or a number of transactions and whether related or not, the whole or any part of its interest in any Security Asset (except for a Permitted Disposal).

SCHEDULE 3

DEFINITIONS

"Assigned Assets" means the Security Assets expressed to be assigned pursuant to clause 5.2 of the Deed (*Security assignments*);

"Charging Companies" means the Initial Charging Companies and any other members of the Group which accede to the terms of this Deed pursuant to the terms of a duly executed Deed of Accession;

"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities;

"Charged Securities" means:

- (i) the shares specified in part 2 of schedule 3 of the Deed (*Details of Security Assets*); and
- (ii) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "*investments*" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 in force at the date of this Deed) now or in future owned (legally or beneficially) by a Charging Company or in which the Charging Company has an interest at any time;

"Deed of Accession" means the deed of accession substantially in the form set out in schedule 7 (*Form of Deed of Accession*) of the Deed ;

"Event of Default" means an Event of Default as defined in the Facilities Agreement and/or an event of default under any other facilities agreement pursuant to which the Lender agrees to make facilities available to any of the Charging Companies;

"Encumbrance" means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, encumbrance, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security;

"Facilities Agreement" means the facilities agreement dated the same date as the Deed and made between (1) the Borrower and (2) the Lender, pursuant to which the Lender agreed to make certain facilities available to the Borrower;

"Finance Document" means the Facilities Agreement, the Security Documents and any documents supplemental to any of the foregoing and any document designated as such by the Lender and the Company;

"Group" means, at any time, the Borrower and its Subsidiaries at such time and **"Group Company"** means any member of the Group;

"Intellectual Property" means all present and future legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of each Charging Company in, or relating to, registered and unregistered trade marks and service marks, patents, registered designs, utility models, applications for any of the foregoing, trade names, copyrights, design rights, unregistered designs, inventions, confidential information, know-how, registrable business names, database rights, domain names and any other rights of every kind deriving from or through the exploitation of any of the aforementioned rights of any Charging Company (including, without limitation, the intellectual property rights (if any) specified in part 3 of schedule 3 of the Deed (*Details of Security Assets*));

"Permitted Disposal" has the meaning given to that term in clause 22.4 of the Facilities Agreement;

"Permitted Encumbrance" has the meaning given to that term in the Facilities Agreement;

"Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) at the date of this Deed, or at any time thereafter, belonging to any Charging Company, or in which any Charging Company has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in part 1 of schedule 3 of the Deed (*Details of Security Assets*), together with:

- (i) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon;
- (ii) all easements, rights and agreements in respect thereof;
- (iii) all proceeds of sale of that property; and
- (iv) the benefit of all covenants given in respect thereof;

"Related Rights" means, in relation to any Charged Securities:

- (i) all dividends, distributions and other income paid or payable on the relevant Charged Securities or any asset referred to in paragraph (ii) below;
- (iii) all rights, monies or property accruing or offered at any time in relation to the Charged Securities whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

"Security" means the Encumbrances created by or pursuant to the Deed;

"Security Account" has the meaning given to that term in clause 11.6.1(b) of the Deed;

"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Deed;

"Security Period" means the period beginning on the date of the Deed and ending on the date on which all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04334320

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT COMPOSITE GUARANTEE AND DEBENTURE DATED THE 9th AUGUST 2004 AND CREATED BY BRIGHTVIEW INTERNET SERVICES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY GROUP COMPANY TO BARCLAYS BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 17th AUGUST 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18th AUGUST 2004.

P. A.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES