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CHFP025

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write in
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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 £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

6111

5306504

01 + 45

Name of company

* GX NETWORKS LIMITED (the "Company")

Date of creation of the charge

2 April 2008

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

DEBENTURE ACCESSION DEED dated 2 April 2008 between the New Charging Companies, the
Parent and the Note Security Agent (the "Accession Deed")

Amount secured by the mortgage or charge

All money or liabilities due, owing or incurred to any Secured Party by any Charging Company or
any other Obligor under any Note Finance Document as at 2 April 2008 or in the future, in any
manner whether actual or contingent, whether incurred solely or jointly with any other person and
whether as principal or surety, together with all interest accruing thereon except for any money or
liability which, if it were so included, would cause the infringement of section 151 of the
Companies Act 1985 (the "Indebtedness")

Continued on Addendum 2/4

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

OAKLEY CAPITAL LIMITED, 8th Floor, 25 St James' Street, London as security agent for the
Noteholders ("the Note Security Agent")

Postcode SW1A 1HA

Presentor's name address and
reference (if any)

Ashurst LLP
Broadwalk House
5 Appold Street
London
EC2A 2HA

PXU/MRE/OAK12 00002/9189121

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

TUESDAY



AY1CUIW9

A12

15/04/2008

320

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1 ACCESSION

The Company has agreed to be a Charging Company for the purposes of the Debenture with effect from 2 April 2008 and has agreed to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Charging Company

2 CHARGING CLAUSE

2 1 Fixed Charges

The Company, as security for the payment of the Indebtedness, has charged in favour of the Note Security Agent with full title guarantee the following assets, both as at 2 April 2008 and future, from time to time owned by it or in which it has an interest

(a) by way of legal mortgage the Material Premises (if any) specified in schedule 1 to the Accession Deed, as set out in schedule 2 hereto,

Continued on Addendum 4/4

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Asburst LLP

Date

14 April 2008

On behalf of ~~XXXXXX XXXXXX~~ [chargee] †

*A fee 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**

Name of company

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Addendum 1/4

1 Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

NOTE

In this form

"Acquisition Documents" means Acquisition Documents as such term is defined in the Subordinated Loan Note Instrument,

"Assigned Agreements" means the Acquisition Documents, the Insurances and any other agreement designated as an Assigned Agreement by the Parent and the Note Security Agent;

"Book Debts" means all book and other debts arising in the ordinary course of trading,

"Charged Property" means the assets mortgaged, charged or assigned to the Note Security Agent by the Deed of Accession,

"Charging Companies" means the Parent, each of the companies listed in schedule 1 to the Debenture and each company (of which the Company is one) which grants security over its assets in favour of the Note Security Agent by executing a Security Accession Deed,

"Collection Accounts" means the accounts of the Company set out in schedule 5 to the Accession Deed and/or such other accounts as the Company and the Note Security Agent shall agree or (following the occurrence of a Declared Default) as the Note Security Agent shall specify,

"Debenture" means the debenture dated 2 April 2008 between the Parent, the Charging Companies named therein and the Note Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any),

"Declared Default" means an Event of Default which has resulted in the Majority Noteholders exercising any of their rights under paragraph 3 (Events of Default) of schedule 2 (Conditions) to the Subordinated Loan Note Instrument,

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Note Security Agent;

"Distribution Rights" means all dividends, distributions and other income paid or payable on an Investment or Subsidiary Share, together with all shares or other property derived from that Investment or Subsidiary Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Investment or Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise),

"Event of Default" means any of the circumstances set out in paragraph 3 1 (Events of Default) of schedule 2 to the Subordinated Loan Note Instrument,

"Floating Charge Asset" means an asset charged under clause 2 4 (Floating Charge) of the Deed of Accession,

"Group" means Host Europe Holdings Limited (CRN 6448160) and its Subsidiaries for the time being,

"Group Company" means a member of the Group,

Name of company

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"Insurances" means all policies of insurance and all proceeds of them either as at 2 April 2008 or in future held by, or written in favour of the Company or in which it is otherwise interested, but excluding any third party liability or public liability insurance and any directors and officers insurance,

"Intellectual Property" means all legal and/or equitable interests as at 2 April 2008 and in future (including, without limitation, the benefit of all licences in any part of the world) of the Company in, or relating to

(a) any patents, registered and unregistered trade marks and service marks, registered designs, utility models, trade names, copyrights, design rights, unregistered designs, inventions, confidential information, know-how, registrable business names, database rights, domain names, and

(b) the benefit of all applications for, all rights to use, and any other rights of every kind deriving from or through the exploitation of, any of assets mentioned in paragraph (a) of this definition,

(including, without limitation, the intellectual property rights (if any) specified in schedule 2 to the Deed of Accession, as set out in schedule 3 hereto,

"Investment" means any stock, share, debenture, loan stock, security, interest in any investment fund and any other comparable investment (whether or not marketable) whether owned directly by or to the order of the Company or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Subsidiary Shares),

"Majority Noteholders" means the Noteholders who from time to time hold in aggregate more than 75 per cent of the Notes in issue,

"Material Premises" means all freehold or leasehold property from time to time owned by the Company (including the registered and unregistered land (if any) in England and Wales specified in schedule 2 to the Debenture) provided that no leasehold property shall fall within the definition of "Material Premises" where the unexpired term of such lease does not exceed seven years or where such property is an Occupational Lease,

"New Charging Companies" means the companies listed in schedule 6 to the Deed of Accession, as set out in schedule 1 hereto,

"Note Finance Document" means Note Finance Documents as such term is defined in the Subordinated Loan Note Instrument,

"Noteholders" means a person who is entered in the register as a holder of the Notes,

"Notes" means the £19,400,000 Fixed Rate Secured Loan Notes 2015 constituted by the Subordinated Loan Note Instrument or the amount thereof for the time being outstanding or as the context may require a specific portion thereof,

"Obligors" means Obligors as such term is defined in the Subordinated Loan Note Instrument,

"Occupational Lease" means Occupational Lease as such term is defined in the Debenture,

"Parent" means Host Europe Holdings Limited (CRN 6448160),

"Receiver" means a receiver and manager or (if the Note Security Agent so specifies in the relevant appointment) receiver in each case appointed under the Deed of Accession,

"Secured Parties" means each Note Finance Party from time to time party to the Subordinated Loan Note Instrument, any Receiver or Delegate,

Name of company

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"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,

"Security Accession Deed" means a deed executed by a Group Company substantially in the form set out in schedule 8 to the Debenture, with those amendments which the Note Security Agent may approve or reasonably require,

"Senior Discharge Date" means the Final Discharge Date as such term is defined in the Subordinated Loan Note Instrument,

"Senior Facilities Agreement" means the senior sterling term and multicurrency revolving facilities agreement dated 14 March 2008 (as subsequently amended or restated from time to time) between, amongst others, Host Europe Holdings Limited as parent, Host Europe WVS Limited (formerly called Lion Bidco 2 Limited) as original borrower, Bank of Scotland plc as original lender and Bank of Scotland plc as agent and security agent,

"Senior Finance Documents" means the Finance Documents as such term is defined in the Senior Facilities Agreement,

"Subordinated Loan Note Instrument" means the subordinated loan note instrument constituting £19,400,000 fixed rate secured loan notes 2015, dated 14 March 2008 between Host Europe Holdings Limited, the companies listed therein as original guarantors and Oakley Capital Limited as note administrative agent and note security agent, constituting £19,400,000 fixed rate secured loan notes 2015,

"Subsidiary" means a subsidiary within the meaning of section 736 of the Companies Act 1985 or a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985, and

"Subsidiary Shares" means all shares owned by the Company in its Subsidiaries including those listed in schedule 3 to the Deed of Accession, as set out in schedule 4 hereto

Addendum 3/4

3 Names, addresses and description of the mortgages or persons entitled to the charge (continued)

Name of company

*insert full name
of Company

* GX NETWORKS LIMITED (the "Company")

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

(b) by way of fixed charge

(i) all other interests (not charged under clause 2 3(a)) of the Accession Deed, as set out in clause 2 1(a) above) in any freehold or leasehold property, the buildings and fixtures (including trade fixtures) on that property, all proceeds of sale derived therefrom and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land,

(ii) all plant, machinery, vehicles, and other equipment and the benefit of all contracts, licences and warranties relating thereto,

(iii) all Book Debts and all rights and claims against third parties and against any security in respect of those Book Debts,

(iv) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of those debts and claims,

(v) all monies standing to the credit of its accounts (including the Collection Accounts) with any bank, financial institution or other person and all rights related to those accounts,

(vi) all its Intellectual Property (including that specified in schedule 2 to the Accession Deed, as set out in schedule 3 hereto),

(vii) all the Subsidiary Shares and Investments and all corresponding Distribution Rights, including the Subsidiary Shares listed in schedule 3 to the Accession Deed, as set out in schedule 4 hereto,

(viii) the benefit of all consents and agreements held by it in connection with the use of any of its assets,

(ix) its goodwill and uncalled capital, and

(x) if not effectively assigned by clause 2 5 of the Accession Deed, as set out in clause 2 3 below, all its rights and interests in (and claims under) the Assigned Agreements

2 2 Floating Charge

As further continuing security for the payment of the Indebtedness, the Company has charged with full title guarantee in favour of the Note Security Agent (for the benefit of itself and the other secured parties) by way of floating charge all its assets, both as at 2 April 2008 and in future, not effectively charged by way of fixed charge under clause 2 3 of the Accession Deed, as set out in clause 2 1 above or assigned under clause 2 5 of the Accession Deed, as set out in clause 2 3 below, including heritable property and all other assets in Scotland

2 3 Security Assignment

As further continuing security for the payment of the Indebtedness, the Company has assigned absolutely with full title guarantee to the Note Security Agent all its rights, title and interest in the Assigned Agreements including those in schedule 4 to the Accession Deed, provided that on payment or discharge in full of the Indebtedness the Note Security Agent will at the request and cost of the Company re-assign the relevant rights, title and interest in the Assigned Agreements to the Company (or as it shall direct)

Name of company

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2 4 Conversion of Floating Charge

If

(a) a Declared Default has occurred, or

(b) the Note Security Agent is reasonably of the view that any legal process or execution is being enforced against any Floating Charge Asset or that any Floating Charge Asset is in danger of being seized or otherwise in jeopardy,

the Note Security Agent may, by written notice to the Company, convert the floating charge created under the Deed of Accession into a fixed charge as regards those assets which it specifies in the notice

2 5 Automatic Conversion of Floating Charge

If the Company creates (or purports to create) any Security (except as permitted by the Subordinated Loan Note Instrument or with the prior consent of the Note Security Agent) on or over any Floating Charge Asset without the prior consent in writing of the Note Security Agent, or if any third party levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, the floating charge created under the Deed of Accession will automatically (without notice) and immediately be converted into a fixed charge over the relevant Floating Charge Asset

3 FURTHER ASSURANCE

3 1 General

(a) Subject to clause 5 1(c) of the Debenture, as set out in clause 3 1(c) below, the Company shall promptly (and at its own expense) do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Note Security Agent may reasonably specify (and in such form as the Note Security Agent may reasonably require in favour of the Note Security Agent or its nominee(s))

(i) to perfect the Security created or intended to be created under or evidenced by the Deed of Accession or for the exercise of any rights, powers and remedies of the Note Security Agent, any Receiver or the Secured Parties provided by or pursuant to the Deed of Accession or by law,

(ii) to confer on the Note Security Agent or on the Secured Parties Security over any property and assets of the Company located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Deed of Accession, and/or

(iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by the Deed of Accession

(b) Subject to clause 5 1(c) of the Debenture, as set out in clause 3 1(c) below, the Company shall take all such action as is available to it (including making all filings and registrations) as the Note Security Agent may reasonably require for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Note Security Agent or the Secured Parties by or pursuant to the Deed of Accession

(c) The parties to the Deed of Accession have agreed and acknowledged that the Noteholders, prior to the Senior Discharge Date, are not to benefit from any security granted by the Company which goes beyond the security granted pursuant to the terms of the Transaction Security Documents

Name of company

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4 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

The Company may not

(a) create or agree to create or permit to subsist any Security over all or any part of the Charged Property, or

(b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than Floating Charge Assets on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so,

except as permitted by the Subordinated Loan Note Instrument and the Senior Finance Documents or with the prior consent of the Note Security Agent

SCHEDULES

SCHEDULE 1

New Charging Companies

Company	Registered Number
Supanetwork Limited	4365792
GX Networks Limited	5306504
Xtml Holdings Limited	4787104
Cix Holdings Limited	4781727
XTML Limited	3174637
Compulink Information Exchange Limited	1878902
Host Europe Limited	3783811
Magic Moments Investments Limited	3914119
123-REG Limited	3756763

SCHEDULE 2

Details of Material Premises

None as at 2 April 2008

Name of company

* Insert full name
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* GX NETWORKS LIMITED (the "Company")

SCHEDULE 3

Details of Intellectual Property as at 2 April 2008

Trade marks

Proprietor	TM number	Jurisdiction/apparent status	Classes	Mark text
GX Networks Limited	2022509	UK registered	9, 38	WIREPLAY
GX Networks Limited	2047208	UK registered	41	WIREPLAY

SCHEDULE 4

Details of Subsidiary Shares as at 2 April 2008

Acceding Company	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
GX Networks Limited	Host Europe Limited	Ordinary £0.01	1,217,253,322 ordinary	1,217,253,322 ordinary
GX Networks Limited	GX Networks UK	Ordinary £1	97 Ordinary	97 Ordinary
GX Networks Limited	Donhost Limited	Ordinary £1	1 Ordinary	1 Ordinary



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5306504
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE ACCESSION DEED
DATED 2 APRIL 2008 AND CREATED BY GX NETWORKS
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE BY ANY CHARGING COMPANY OR ANY OTHER OBLIGOR
TO OAKLEY CAPITAL LIMITED (THE NOTE SECURITY
HOLDER) ON ANY ACCOUNT WHATSOEVER UNDER THE
TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING
OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT
TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE
15 APRIL 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 APRIL 2008



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES