

MG01

Particulars of a mortgage or charge

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IRIS Laserform

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 Sc
company To do this, please use
form MG01s

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COMPANIES HOUSE

For official use

1

Company details

Company number

0 3 2 6 8 4 7 0

Company name in full

Baltic Internet Services Limited (the "Company")



Filling 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

d2 d6 m0 m3 y2 y0 y1 y3

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

Composite Guarantee and Debenture (the "Guarantee and Debenture")

4

Amount secured

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

Amount secured

(Please see continuation pages attached)

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 Penta Capital LLP (as Security Trustee) /

Address 150 St. Vincent Street

Glasgow

Postcode G 2 5 N E

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 (Please see continuation pages attached)

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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

N/A

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 870).

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 866). 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 *Dickson Muntu*

X

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

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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 Naomi Cherry

Company name Dickson Minto W S

Address 16 Charlotte Square

Post town Edinburgh

County/Region

Postcode E H 2 4 D F

Country

DX DX 199 Edinburgh

Telephone 0131 225 4455



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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Amount secured

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

Amount secured

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10

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, surety or otherwise or as the equivalent obligor under the laws of any other jurisdiction) of each Charging Company and each Obligor to the Security Trustee and the other Secured Parties (or any of them) under the Finance Documents together with

- (a) any refinancing, novation, refunding, deferral or extension of or increase in any of those obligations or liabilities,
- (b) any further advances and additional facilities which may be made by any Secured Party to any Charging Company or any other Obligor under any agreement expressed to be supplemental to any of the Finance Documents and all interest, fees, and costs in connection therewith,
- (c) any claim for damages or restitution in the event of rescission of any of those obligations or liabilities or otherwise in connection with any of the Finance Documents,
- (d) any claim against any Charging Company or any other Obligor flowing from the recovery by any Charging Company or any other Obligor of a payment or discharge in respect of any of those liabilities on grounds of preference or otherwise,
- (e) any amounts which would be included in any of the foregoing but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings, and
- (f) all costs, charges and expenses incurred by the Security Trustee or any other Secured Party in connection with the protection, preservation or enforcement of its rights against any Charging Company or any other Obligor,

(together the "Secured Liabilities")

Where

"Additional Investor Loan Notes" shall have the meaning set out in the Shareholders Agreement

"Additional Noteholders" means the holders of Additional Investor Loan Notes

"Charging Companies" means each company listed in Schedule 1 (the Charging Companies) of the Guarantee and Debenture and "Charging Company" shall be construed accordingly

"Finance Documents" means the Loan Note Instrument, the Loan Notes, any Additional Investor Loan Notes, any guarantee and debenture or other security document by any member of the Group in favour of the Security Trustee entered into from time to time, this Guarantee and Debenture and any other document designated as a "Finance Document" by the Parent and the Security Trustee

"Group" means the Parent, each of its holding companies and each subsidiary of it and/or each of its holding companies from time to time and "member of the Group" shall be construed accordingly

"Loan Note Instrument" means the loan note instrument originally dated 24 June 2011 granted by Six Degrees Technology Limited creating the Loan Notes as such instrument is amended, restated, supplemented, novated or replaced from time to time

"Loan Notes" means the 42,000,000 secured loan notes of £1.00 each created by Six Degrees Technology Limited

"Noteholders" means the holders of Loan Notes

"Obligor" means any member of the Group which has any liability to all or any of the Secured Parties under any Finance Document

"Parent" means Six Degrees Technology Group Limited (Registered Number 7473012) having its registered office at 33 King William Street, London EC4N 7BP

"Secured Parties" means the Security Trustee, the Noteholders and the Additional Noteholders (if any) or any of them as the context requires and "Secured Party" shall be construed accordingly

"Security Trustee" means Penta Capital LLP, a limited liability partnership (Registered

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Particulars of a mortgage or charge

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Amount secured

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

Amount secured

Number S0302035) whose registered office is at 150 St Vincent Street, Glasgow G2 5NE as agent and trustee for itself and for each of the other Secured Parties on the terms and conditions set out in the Shareholders Agreement

"Shareholders Agreement" means the shareholders agreement originally dated 24 June 2011 as amended and restated by an amendment and restatement agreement on 31 October 2011 and as amended and restated on 20 July 2012 and 13 March 2013

Terms defined in Parts 1 and 3 of this Form MG01 shall have the same meaning in Part 4 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

0/5

- 1 Each Charging Company charges with full title guarantee with the payment and discharge to the Security Trustee (as agent and trustee for the Secured Parties) of all the Secured Liabilities
 - (a) by way of first legal mortgage all estates or interests owned by it in the Legally Mortgaged Property,
 - (b) by way of first fixed charge all its estates and interests in any freehold or leasehold property at the date of the Guarantee and Debenture or at any time thereafter belonging to it (other than the Legally Mortgaged Property) together with all its present and future buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and therein,
 - (c) by way of first fixed charge all its plant, machinery, vehicles and other equipment at the date of the Guarantee and Debenture or at any time thereafter owned by it together with the benefit of any obligations and warranties given to it by the manufacturer or supplier of such plant, machinery, vehicles or other equipment and the benefit of all maintenance agreements entered into between it and any other person in respect of such plant, machinery, vehicles and other equipment,
 - (d) by way of first fixed charge the Shares owned by it,
 - (e) by way of first fixed charge all its Investment Interests,
 - (f) by way of first fixed charge all its licences and patents (including applications and the rights to apply therefor), copyrights, rights in trademarks whether registered or not, trade names, rights in service marks whether registered or not, registered designs, business names, design rights, moral rights, inventions, know-how and rights in confidential information at the date of the Guarantee and Debenture or at any time belonging to it including, for the avoidance of any doubt, the Specified Intellectual Property Rights,
 - (g) by way of first fixed charge its goodwill and uncalled capital both present and future,
 - (h) by way of first fixed charge the book debts and monetary claims due or owing to it in any manner whatsoever both present and future,
 - (i) by way of first fixed charge all balances standing to the credit of any of its current, deposit or other account with any bank, lender, financial institution or similar third party and the debt or debts represented thereby, other than any such balances to the extent effectively assigned to the Security Trustee under the Guarantee and Debenture,
 - (j) by way of first fixed charge all its benefits in respect of all contracts and policies of insurance which are from time to time taken out by it or (to the extent of such interest) in which it has an interest, other than any such benefits to the extent effectively assigned to the Security Trustee under the Guarantee and Debenture,
 - (k) by way of first floating charge its undertaking and all its property and assets both present and future (including, without limitation, any property or assets situated in Scotland or governed by Scots law), other than any property or assets effectively mortgaged, charged by way of fixed charge or assigned to the Security Trustee under the Guarantee and Debenture
- 2
 - (a) Each Charging Company assigns with full title guarantee absolutely to the Security Trustee (as agent and trustee for the Secured Parties) a security for the payment and discharge of all the Secured Liabilities, all of its right, title and interest, present and future, in and to
 - (i) the Insurance Policies, and
 - (ii) the Specified Accounts
 - (b) To the extent (if any) that such right, title and/or interest is not assignable, such assignment will operate as an assignment of all

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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>proceeds received by such Charging Company under the Insurance Policies or the Specified Accounts (as the case may be) as security for the Secured Liabilities</p> <p>3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by the Guarantee and Debenture</p> <p>4 Each Charging Company covenants that (without the prior consent of the Security Trustee) it shall not create (or permit to subsist) any Security over all or any part of its present or future revenues or assets, except for any Security granted with the prior written consent of the Security Trustee or sell, lease, transfer or otherwise dispose of (by one or more transactions or series of transactions whether related or not) the whole or any part of its revenues or assets</p> <p>5 A Secured Party may set-off any matured obligation due from any Charging Company under the Finance Documents (to the extent beneficially owned by that Secured Party) against any matured obligation owed by that Secured Party to any Charging Company, regardless of the place of payment, booking branch or currency of either obligation If the obligations are in different currencies, the Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off</p> <p>Where</p> <p>"Insurance Policies" means the insurance policies in which a Charging Company may have an interest</p> <p>"Investment Interests" means all shares and stock in the capital of any company (other than the Shares), debentures, securities, certificates or deposits, interests in collective investment schemes, warrants, options and any other rights to subscribe for or acquire any such investments after the date of the Guarantee and Debenture owned by any Charging Company or held for or on behalf of a Charging Company in any manner whatsoever or in which it otherwise has an interest together in all cases with all rights arising in relation thereto</p> <p>"Legally Mortgaged Property" means the freehold, leasehold and other immovable property described in Schedule 2 (The Legally Mortgaged Property) of the Guarantee and Debenture together with the proceeds of sale thereof and all buildings and trade and other fixtures on any such property belonging to or charged to each Charging Company</p> <p>"Secured Liabilities" means the amount secured by the Guarantee and Debenture as described in Part 4 of this form MG01 above</p> <p>"Security" means a mortgage, charge, standard security, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having similar effect</p> <p>"Shares" means the 439,235,500 Ordinary A Shares of £0.01 held by BIS Limited in the capital of BIS Datacentres Limited, 658,853,300 Ordinary B Shares of £0.01 held by BIS Limited in the capital of BIS Datacentres Limited and 6,000 Ordinary Shares of £1.00 held by BIS Limited in the capital of Baltic Internet Services Limited together with all rights, including dividends and other distributions, arising in relation thereto in any manner whatsoever</p>	

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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>"Specified Accounts" means any current, deposit or other account with any bank, lender, financial institution or similar third party that may at any time be designated in writing as a Specified Account by the Parent and the Security Trustee</p> <p>"Specified Intellectual Property Rights" means any and all intellectual property rights owned by a Charging Company as at the date of the Guarantee and Debenture and any and all intellectual property rights owned by a Charging Company in future</p> <p>Terms defined in Parts 1, 3 and 4 of this Form MG01 shall have the same meaning in Part 6 of this Form MG01</p>	



FILE COPY

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

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

COMPANY NO. 3268470
CHARGE NO. 4

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND
DEBENTURE DATED 26 MARCH 2013 AND CREATED BY
BALTIC INTERNET SERVICES LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM EACH CHARGING
COMPANY AND EACH OBLIGOR TO PENTA CAPITAL LLP (AS
SECURITY TRUSTEE) AND THE OTHER SECURED PARTIES (OR
ANY OF THEM) 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
8 APRIL 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 APRIL 2013

