

# MG01

## Particulars of a mortgage or charge

308775/13



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 register  
particulars of a charge for a  
company. To do this, please use  
form MG01s



LD2 09/05/2011 40

COMPANIES HOUSE

### 1 Company details

Company number 0 6 4 3 4 5 2 3

Company name in full 118777 Limited (the "Obligor")

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**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 2 6 0 4 2 0 1 1

### 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 Deed of Accession to debenture dated 26 April 2011 between Universal Utilities Limited, Titan  
Telecom Limited and the Obligor, creating fixed and floating charges in respect of a £42,500,000  
Senior Facility Agreement (the "Deed of Accession")

### 4 Amount secured

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

Amount secured All present and future obligation and liabilities of the Obligor (whether  
actual or contingent and whether owed jointly or severally or in any  
other capacity whatever and whether arising before or after any  
judgement) which are, or are expected to be, or may become, due,  
owing or payable to the Security Agent (whether for its own account  
or as agent or trustee for the Secured Parties) or to any of the other  
Secured Parties under or in connection with any of the Finance  
Documents, together with all costs, charges and expenses incurred  
by the Security Agent or any other Secured Party which are, or are  
expressed to be, or may become due, owing or payable by the  
Obligor under or in connection with any Finance Document

Please refer to the continuation page for a definition of the capitalised  
terms

**Continuation page**  
Please use a continuation page if  
you need to enter more details

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<b>5</b>	<b>Mortgagee(s) or person(s) entitled to the charge (if any)</b>		<b>Continuation page</b> Please use a continuation page if you need to enter more details.
	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge		
Name	Cortland Capital Market Services LLC		
Address	225 W Washington Street, Suite 1450		
	Chicago, USA		
Postcode	I L 6 0 6 0 6		
Name			
Address			
Postcode			

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>		<b>Continuation page</b> Please use a continuation page if you need to enter more details
	Please give the short particulars of the property mortgaged or charged		
Short particulars	<p>All of the rights, interests and assets from time to time subject, or expressed to be subject, to the security interests created or expressed to be created by the Debenture or any document entered into pursuant or supplemental to the Debenture ("Security Assets") being all of the assets and undertaking of the Chargor including, but not limited to</p> <p>(i) every estate and interest of the Chargor in any real property over which it has power at law or in equity to create security,</p> <p>(ii) any insurance policies (excluding any third party liability contract of insurance or a directors' and officers' liability contract of insurance), the benefits of claims, rights of payment, returns of premium and all proceeds and moneys payable at any time pursuant to any of the foregoing,</p> <p>(iii) all investments which may at anytime be registered or otherwise held in the name of the Security Agent,</p> <p>(iv) all know how, patents, designs, utility models, copyrights, trademarks, service marks, business names, domain names, topographical or similar rights, any database or any confidential or any other associated rights subsisting or arising in any part of the world, whether registered or not, and all rights and any interests (including by way of licence) in, and other rights to use, any of them but excluding any such rights or interests to the extent that an Obligor is obliged to surrender such rights or interests pursuant to the letter agreement dated 19 September 2009 and made between Titan Telecom Limited and Nimans Limited,</p> <p>(v) all bank accounts opened or maintained by the Chargor including all credit balances now or at any time in future on such accounts,</p> <p>(vi) all books and other debts of any nature whatever and all moneys due or owing at any time to each Obligor and all proceeds, rights, securities and guarantees of any nature enjoyed or held by it in relation to any of the foregoing,</p> <p>Please refer to the continuation page for this section</p>		

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**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

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**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).

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**Signature**

Please sign the form here

Signature

Signature

X *D Melvrey & Myers LLP* X

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

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## Particulars of a mortgage or charge



### 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 Karen Ireland

Company name O'Melveny & Myers LLP

Address 5 Paternoster Square

Warwick Court

Post town London

County/Region London

Postcode E C 4 M 7 D X

Country UK

DX

Telephone 0207 558 4867



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

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### Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"Borrower" means Etihad Acquisitions Limited,</p> <p>"Finance Document" means inter alia the Senior Facility Agreement and any other documents designated as "Finance Document" under the Senior Facility Agreement,</p> <p>"Guarantor" means inter alios Etihad Financing Limited,</p> <p>"Obligor" means the Borrower or a Guarantor,</p> <p>"Secured Party" means, inter alios, each finance party pursuant to the Senior Facility Agreement,</p> <p>"Senior Facility Agreement" means the £42,500,000 senior facility agreement dated 18 April 2011 made between, inter alios, Etihad Financing Limited and the Security Agent</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>(vii) the sale and purchase agreement dated 18 April 2011 relating to the sale and purchase of the shares in Universal Utilities Limited between Etihad Acquisition Limited and any other documents designated as an "Acquisition Document" by the Agent and the Borrower,</p> <p>(viii) any beneficial interest, claim or entitlement it may have in any pension fund,</p> <p>(ix) all bills of exchange and other negotiable instruments held by it,</p> <p>(x) all present and future authorisations and consents held in connection with its business of the use of any Security Assets, and the right to recover and receive all compensation which might be payable to it in respect of such licenses,</p> <p>(xi) its goodwill,</p> <p>(xii) its uncalled capital, and</p> <p>(xiii) the proceeds of any order of the court made pursuant to sections 238(3), 239(3) or 244 of the Insolvency Act</p>



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

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

**COMPANY NO. 6434523  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEED OF ACCESSION TO A  
DEBENTURE DATED 26 APRIL 2011 AND CREATED BY 118777  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE OBLIGOR TO CORTLAND CAPITAL MARKET  
SERVICES LLC OR TO ANY OF THE OTHER SECURED PARTIES  
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 9 MAY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 MAY 2011



*Companies House*  
— for the record —

*P*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES