

MG01

Particulars of a mortgage or charge



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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 Scottish
company. To do this, please use
form MG01s

FRIDAY



1	Company details	2	For official use
Company number	0 7 2 9 8 8 3 4	Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *	
Company name in full	New Call Telecom Limited (the "Company")		
2	Date of creation of charge		
Date of creation	0 1 / 1 0 / 2 0 1 0		
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 Debenture dated 01 October 2010 and made between (1) the Company (the "Chargor") and (2) Primus Telecommunications Limited (the "Chargee") (the "Debenture")		
4	Amount secured		
	Please give us details of the amount secured by the mortgage or charge		
Amount secured	All obligations and liabilities of the Chargor to pay to the Chargee the Deferred Consideration (as defined in the Continuation Pages to Section 6 of this Form MG01) and to repay the amounts owed to the Chargee under the Loan Agreement (as defined in the Continuation Pages to Section 6 of this Form MG01), together with all costs, charges and expenses incurred by the Chargee in connection with the protection, presentation or enforcement of its respective rights under the Transaction Documents (as defined in the Continuation Pages to Section 6 of this Form MG01) and the Debenture ("Secured Obligations") Reference to any Transaction Documents (as defined in the Continuation Pages to Section 6 of this Form MG01) includes reference to such Transaction Documents as varied in any manner from time to time	Continuation page Please use a continuation page if you need to enter more details	

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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 Primus Telecommunications Limited

Address 207 Old Street

London

Postcode E C 1 V 9 N R

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

In this Section 6, references to clauses and schedules are to clauses of, and schedules to, the Debenture unless otherwise specified. References in this Form MG01 to the Debenture or any other document (including any Transaction Document) include reference to the Debenture or to such other document as varied in any manner from time to time. Definitions used in this Form MG01 are set out at the end of the Continuation Pages to this Section 6.

The Continuation Pages to this Section 6 refer to covenants by, and restrictions on, the Company which protect and further define the charges created by the Debenture and which must be read as part of these charges.

The Debenture creates fixed charges and a floating charge over all or substantially all of the assets of the Company.

For particulars of property mortgaged or charged please see Continuation Pages.

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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

Not applicable

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 866).

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 870). 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 *Reed Smith LLP* 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 **Helena Clarke**

Company name **Reed Smith**

Address **The Broadgate Tower**

20 Primrose Street

Post town **London**

County/Region

Postcode **E C 2 A 2 R S**

Country

DX **DX 1066/DX 18** City/London

Telephone **020 3116 3747**



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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
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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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1. FIXED SECURITY</p> <p>1.1 Mortgages</p> <p>The Chargor charged by way of first legal mortgage the Real Property.</p> <p>1.2 Fixed Charges</p> <p>The Chargor charged by way of first fixed charge:</p> <ul style="list-style-type: none"> (a) all other interests and estates it may have present or future in any Real Property and all licences to enter upon and use land and the benefit of all other agreements relating to land; (b) all present and future plant and machinery (not charged pursuant to the charges referred to in Clause 1.1 (<i>Mortgages</i>) of this Form MG01 or Clause 1.2(a) of this Form MG01) and the benefit of all contracts, licences and warranties relating to the same; (c) all present and future vehicles, computers, office and other equipment, furniture, furnishings, tools and the benefit of all contracts, licences and warranties relating to the same; (d) the Shares together with all Related Rights; (e) the Investments together with all Related Rights; (f) all monies (including interest) from time to time standing to the credit of each of its present and future accounts with any bank, financial institution or other person in any jurisdiction (each an "Account" and together the "Accounts"), (g) all of its present and future book and other debts, and all other moneys due and owing to it or which may become due and owing to it at any time in the future together all rights, guarantees or Security it may have in respect of such debts, (h) all of its Intellectual Property; (i) the benefit of all licences, consents, agreements and Authorisations held or used by it in connection with its business or the use of any of its assets; (j) all its present and future goodwill and uncalled 	

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capital,

(k) the Insurances, all claims under the Insurances and all proceeds of the Insurances; and

(l) the Material Contracts, all rights and remedies in connection with the Material Contracts and all proceeds and claims arising therefrom.

2. FLOATING CHARGE

2.1 Creation of Floating Charge

The Chargor, by way of a first floating charge, charged in favour of the Chargee, all its undertaking, property, assets and rights whatsoever and wheresoever both present and future to the extent such assets have not otherwise been validly and effectively mortgaged or charged pursuant to the charges referred to in Clause 1 (*Fixed Security*) of this Form MG01

2.2 Conversion of Floating Charge

(a) The Chargee may at any time, by notice to the Chargor, convert the floating charge referred to in Clause 2.1 (*Creation of Floating Charge*) of this Form MG01 with immediate effect into a fixed charge as regards all or any of the Floating Charge Assets specified in such notice if

(1) an Event of Default is continuing; or

(11) the Chargee considers such Charged Assets to be in danger of being seized or sold under or pursuant to any form of distress, attachment, execution or other legal process or otherwise to be in jeopardy.

(b) The floating charge may not be converted into a fixed charge solely by reason of:

(1) the obtaining of a moratorium; or

(11) anything done with a view to obtaining a moratorium,

under the Insolvency Act 2000.

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(c) If:

(1) the Chargor creates or attempts to create any Security over any of its Floating Charge Assets; or

(11) any person levies or attempts to levy any distress, execution, attachment or other legal process against any such Floating Charge Asset, or

(111) any corporate action, legal proceeding or other procedure or step is taken for the winding up, dissolution, administration or reorganisation of the Chargor, or

(1v) an administrator is appointed in respect of the Chargor or the Chargee receives any notice of intention to appoint an administrator (as contemplated by the Insolvency Act 1986)

the floating charge created pursuant to the Debenture will automatically and immediately be converted into a fixed charge over the relevant assets of the Chargor or, in the circumstances described in paragraphs (111) and (1v) above, over all the Floating Charge Assets

3. RESTRICTIONS ON DEALING

The Chargor undertook that it would not (except with the prior written consent of the Chargee):

(a) create or permit to subsist any Security over all or any of its assets, rights or property other than the Security created pursuant to the Debenture or the Senior Security (as defined in the Priority Deed), or

(b) lease, sell, transfer, assign, licence or otherwise dispose of or agree to lease, sell, transfer, assign, licence or otherwise dispose of, all or any part of its assets, rights or property, including the Charged Assets or any interest in them.

4 FURTHER ASSURANCES

4.1 The Chargor agreed that it would, at its own expense from time to time, execute and give all such assurances and do all acts and things as the Chargee may require or consider desirable under the laws of any jurisdiction governing the Charged Assets to enable the Chargee to perfect or protect the Security intended to be created pursuant to the Debenture

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over the Charged Assets or any part thereof or to facilitate the sale of the Charged Assets or any part thereof or the exercise by the Chargee of any of the rights, powers, authorities and discretions vested in it or any Receiver of the Charged Assets or any part thereof or any such delegate or sub-delegate as aforesaid, including to facilitate vesting all or part of such assets in the name of the Chargee or in the names of its nominee, agent or any purchaser. To that intent, without prejudice to the generality of the foregoing and subject to the terms and conditions set out in the Debenture, the Chargor shall execute all transfers, sales, dispositions and appropriations (whether to the Chargee or otherwise) and shall give all notices, orders and directions and make all registrations which the Chargee may (in its absolute discretion) consider expedient.

- 4.2 Without prejudice to the generality of the further assurance provision set out above, but subject to the other terms and conditions of the Debenture, the Chargor has agreed that it will forthwith at the request of the Chargee execute a legal mortgage, charge or other security at any time over all or any of the Charged Assets subject to or intended to be subject to the security constituted by the Debenture in such form as the Chargee may require but containing terms no more onerous than those in the Debenture.

DEFINITIONS

"Authorisations" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration

"Business Sale Agreement" means the agreement dated on or about the date of the Debenture between the Chargor, in its capacity as Buyer, and the Chargee, in its capacity as Seller, pursuant to which the Chargee agrees to sell, and the Chargor agrees to purchase, certain assets.

"Charged Assets" means all the assets, rights and property of the Chargor which are the subject of any Security constituted or intended to be constituted by the Debenture.

"Deferred Consideration" means the deferred consideration payable by the Chargor to the Chargee pursuant to the provisions of clause 6.4 of the Business Sale Agreement

"Event of Default" means

- (a) an event of default as defined in the Loan Agreement (which such events of default are incorporated by

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reference into the Debenture and shall survive for the purposes hereof any intervening discharge, termination or lapse of the Loan Agreement); or

- (b) the Chargor does not pay on the due date the Deferred Consideration; or
- (c) the Chargor does not comply with or otherwise fails to perform any of the obligations placed upon it pursuant to the terms of the Debenture (including Clause 11 (*Further Assurances*) thereof); or
- (d) any creditor of the Chargor becomes entitled to declare any financial indebtedness or other monetary payment obligation due and payable prior to its specified maturity as a result of any event of default (however defined) or otherwise seeks to enforce any Security that it may have been granted over or otherwise in respect of the business, undertaking or assets of the Chargor

"Floating Charge Assets" means all the assets and undertaking from time to time subject to the floating charge created pursuant to the Debenture and referred to in Clause 2 1 of this form MG01 (*Creation of Floating Charge*).

"Insurances" means all contracts and policies of insurance (including, for the avoidance of doubt, all cover notes) of whatever nature which are, from time to time, taken out by or on behalf of the Chargor or (to the extent of such interest) in which the Chargor has an interest

"Intellectual Property" means all present and future legal and/or equitable interests of the Chargor in relation to:

- (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests whether registered or unregistered; and
- (b) the benefit of all applications and rights to use such assets

"Investments" means any shares, stocks, debenture security, securities, bonds and investments of any type (other than the Shares) whether certificated or uncertificated, physical or dematerialized, registered or unregistered and whether held by the

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Chargor or by a trustee or clearing system or nominee

"Loan Agreement" means the loan agreement between the Chargee and the Chargor dated on or about the date of the Debenture under which the Chargee agrees to make in an aggregate principal amount of £250,000.

"Material Contract" means any agreement designated as a Material Contract by the Chargee and the Chargor in writing.

"Priority Deed" means the priority deed between the Chargor, the Chargee and Hawk Investments Holdings Limited dated on or about the date of the Debenture.

"Real Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in the future belonging to the Chargor, or in which the Chargor may have an interest at any time, together with

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon,
- (b) all easements, rights and agreements in respect thereof;
- (c) all proceeds of sale in respect thereof; and
- (d) the benefit of all covenants given in respect thereof

"Receiver" means an administrative receiver, a receiver and manager or other receiver, in either case, appointed pursuant to the Debenture.

"Related Rights" means -

- (a) any dividend or interest paid or payable in relation to any of the Shares;
- (b) any stock, shares, securities, rights, moneys or property accruing or offered at any time, (whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise) to or in respect of any of the Shares or in substitution or exchange for or otherwise derived from any of the Shares, and
- (c) any dividend, interest or other income in respect of any asset referred to in paragraph (b) above

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other

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Please give the short particulars of the property mortgaged or charged
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agreement or arrangement having a similar effect.

"**Shares**" means any and all stocks, shares, debentures, bonds held or owned either legally or beneficially at any time now or in the future by the Chargor

"**Transaction Documents**" means the Business Sale Agreement, the Loan Agreement and the Priority Deed.



FILE COPY

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

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

**COMPANY NO. 7298834
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF DEBENTURE DATED 1
OCTOBER 2010 AND CREATED BY NEW CALL TELECOM
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO PRIMUS
TELECOMMUNICATIONS LIMITED 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 15 OCTOBER
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 OCTOBER
2010

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES