

In accordance with
Sections 859A and
859J of the Companies
Act 2006.

MR01

Particulars of a charge

COMPANIES HOUSE
FEE PAID
BELFAST

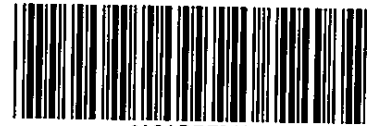
12/06/2013 #286
COMPANIES HOUSE

A fee is payable with this form.
Please see 'How to pay' on the
last page.

You can use the WebFiling
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☐ **What this form is NOT for**
You may not use this form to
register a charge where there is
an instrument. Use form MR08.



A10

A2ADB76
12/06/2013

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery.

You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record.

1 Company details

Company number NI 0 1 8 0 7 7

Company name in full Atlas Communications (UK) Limited

4 for official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d 0 d 5 m 0 m 6 y 2 y 0 y 1 y 3

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name Cable & Wireless UK

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below.

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

MR01

Particulars of a charge

4	Description	<p>Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security.</p>	<p>Continuation page Please use a continuation page if you need to enter more details.</p>
Description	INTEREST IN DARK FIBRE PAIR ON ROUTE FROM BELFAST TO LONDONDERRY AND STAND -OFF CHAMBERS AND DUCTING BREAKING OUT FROM MAIN ROUTE		

5	Fixed charge or fixed security	<p>Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>	
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6	Floating charge	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box.</p> <p><input checked="" type="checkbox"/> Yes Continue</p> <p><input type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> Yes</p>	
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7	Negative Pledge	<p>Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box.</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>	
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MR01

Particulars of a charge

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

¹ This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Please sign the form here.

Signature

Signature

X BrookStreet des Roches LLP X

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

MRO1

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name **Ruth Harris**

Company name **BrookStreet des Roches LLP**

Address **25A Western Avenue**

Milton Park

Post town **Abingdon**

County/Region **Oxfordshire**

Postcode **O X 1 4 4 S H**

Country

DX **144160 ABINGDON 4**

Telephone **0209492001**



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 a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.



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 filed on paper.

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: NI18077

Charge code: NI01 8077 0004

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 5th June 2013 and created by ATLAS COMMUNICATIONS (UK) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th June 2013.

Given at Companies House, Belfast on 18th June 2013



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED: 5th JUNE 2013

Atlas Communications (NI) Ltd
And
Atlas Communications UK Limited
CABLE & WIRELESS UK

**LEGAL CHARGE OF OPTICAL FIBRES AND
STAND-OFF CHAMBERS
Between Belfast and Londonderry**

We certify this to be a
true copy of the original
BSDR LLP 19/6/13
BROOKSTREET DES ROGUES LLP

THIS LEGAL CHARGE is made the 5th day of June 2013

BETWEEN

- (1) **Atlas Communications (NI) Ltd** Company Number 058005 whose registered office is at Miscampbell & Co, Chartered Acc, 6 Annadale Ave, Belfast BT7 3JH) ("the Supplier") and;
- (2) **Atlas Communications (UK) limited** Company Number 018077 whose registered office is at Miscampbell & Co, Chartered Acc, 6 Annadale Ave, Belfast BT7 3JH ("the Guarantor")
- (3) **CABLE & WIRELESS UK** Company Number 1541957 whose registered office is at Waterside House Longshot Lane Bracknell RG12 1XLJ ("the Customer")

(each a "Party" and collectively the "Parties")

WHEREAS:

- A. the Parties are permitted to provide electronic communications network and services in the United Kingdom
- B. The Parties have entered in to an agreement dated 28th March 2013 for the grant by the Supplier to the Customer of use of certain optical fibres and Stand-Off Chambers contained within the Supplier electronic communications infrastructure for the purpose of running electronic communications systems by the Customer on the said optical fibres ("the Dark Fibre Agreement").
- C. The Dark Fibre Agreement contains a charge over the Secured Assets as hereinafter defined and the charge contained in this Agreement is intended to replace and supersede both that contained in the Dark Fibre Agreement and the subsequent charge dated 17th April 2013 from the date hereof

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS

1.1 In this Agreement:

"Claw-back" means the Non-Recurring Charges reducing by ten percentum (10%) per annum for every complete year of the Term of the Dark Fibre Agreement or in proportion for any lesser period or in the event of termination of any one or more

Section only the resultant figure shall be divided by 5 and multiplied by the number of Sections terminated in the event of termination as provided in the Dark Fibre Agreement.

“Customer Optical Fibres” means the fibre pair the subject of the Dark Fibre Agreement

“Enabling Works” means that part of the supplier work comprising ducts and chambers to connect the Route to the Stand-off Chambers including the Stand-off Chambers

“Hand Over Point” means on any Route the point at which the Customer Optical Fibres are connected to the Customer's own network and post which point the responsibility for the customer optical fibres ceases to be the Supplier's and becomes the Customer's Cable;

“Insolvency Event” means where any of the following occur when a Party is unable to pay its debts as they fall due, or any of the following happens to a Party under its national laws for the protection of debtors (or like circumstances arise or like actions are taken):

- (a) the issue of a petition for its winding up which is not withdrawn or dismissed within twenty eight (28) days of issue;
- (b) the convening of a meeting for the purpose of considering a resolution for its winding up (except for the purpose of a solvent amalgamation or reconstruction on a basis previously approved by the other Party in writing and where the resulting entity is to assume all of its obligations under the Agreement or applicable Order);
- (c) the making of an application to the court for an administration order or the giving of a notice of intention to appoint an administrator by that Party or its directors;
- (d) a provisional liquidator, liquidator, administrative receiver, administrator, trustee or other similar officer taking possession of or being appointed over or an encumbrancer taking possession of the whole or substantially the whole of its property and assets;
- (e) a receiver being appointed over any part of its property where that appointment is in the reasonable opinion of the other Party likely to have a material adverse impact on its ability to perform its obligation under the Agreement or applicable Order; or
- (f) it enters into a company voluntary arrangement or otherwise enters into a compromise with the majority by value of its unsecured creditors; or
- (g) it being unable to pay its debts within the meaning of section 123(1) Insolvency Act 1986 or being unable to pay its debts as they fall due;

9.1.2 The Supplier may so terminate where the Customer commits

“Non-Recurring Charges” means three hundred and fifty thousand pounds (£350,000) payable in tranches plus thirty nine thousand pounds £39,000;

"Route" means the route the subject of the Dark Fibre Agreement including that part of between and within each intermediate chamber and each Stand-Off Chamber and Routes shall be construed accordingly;

"Secured Liabilities" means either (i) the Non-Recurring Charges reducing by ten per centum (10%) per annum for every complete year of the term of the Dark Fibre Agreement or in proportion for any lesser period or (ii) in the event of the Claw-back being due, the amount of the Claw-back so due

"Security Period" the period starting on the 28th March 2013 and ending on the date on which the Customer is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding

"Section" means a length of the Customer Optical Fibres between two adjacent section Hand Over Points here meaning a section between each Stand-Off Chamber and Sections/(s) means any two or more

"Stand-Off Chamber" means the chamber belonging to the Supplier at the Hand Over Point.

"Supplier Infrastructure" means the Supplier's electronic communications network as it may exist from time to time including optical fibres, cables, duct, sub-duct, chambers and the Interface Chamber and all ancillary apparatus, software and equipment which is owned or operated by the Supplier whether owned, leased or made available to the Customer under agreement with a third party;

1.2 In this Agreement the singular includes the plural and vice versa. Headings are included for ease of reference only and shall not affect the interpretation or construction of this Agreement.

1.3 References to Parties are to Parties to this Agreement.

1.4 Reference to any enactment, order, regulation, legislation or other similar instrument shall be construed as a reference to the enactment, order, regulation, legislation or instrument as amended by any subsequent enactment, order, regulation or instrument.

2. Security over the Customer Optical Fibres/Enabling Works In consideration of the payment of the Non Recurring Charges

2.1 As a continuing security for the payment and discharge of the Secured Liabilities, the Supplier and the Guarantor with full title guarantee charges to the Customer, by way of first floating charge, its/ their respective interest in the Customer Optical Fibres and the Enabling Works ("the Secured Assets") which it shall not charge or dispose of to any third party save subject to this charge.

The floating charge created by clause 2.1 shall automatically and immediately (without notice) be converted into a fixed charge over the Secured Assets subject to that floating charge if:

(a) the Supplier and/or the Guarantor:

(i) creates, or attempts to create, without the prior written consent of the Customer, a security interest or a trust in favour of another person over all or any part of the Secured Assets; or

(ii) disposes, or attempts to dispose of, all or any part of the Secured Assets;

(b) the Supplier and/or the Guarantor suffers an Insolvency Event.

2.2 The Supplier and/or the Guarantor shall, on demand, pay to the Customer and discharge the Secured Liabilities when they become due.

2.3 The Supplier and separately the Guarantor hereby warrants that it has not created any interest and/or charge over the Secured Assets between and including the 28th March 2013 and the date hereof

3. NOTICES

Any notices to be given under the Agreement shall, follow the terms of the Dark Fibre Agreement

NO THIRD PARTY RIGHTS

4 Except as specifically provided for in the Agreement, the Agreement does not give rise to any third Party being a third Party beneficiary of the Agreement or being entitled to any rights whatsoever, including, but not limited to, the right to enforce any term of the Agreement or under the Contracts (Rights of Third Parties) Act 1999.

5. MODIFICATION

The Agreement may only be modified if such modification is in writing and signed by a duly authorised representative of each Party.

6. NO WAIVER

Failure by the Customer to exercise or enforce any right conferred by the Agreement shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any later occasion.

7. SEVERABILITY

If any provision of the Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any other provisions and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

8. GOVERNING LAW

The Agreement shall be governed by and construed and interpreted in accordance with the laws of England and Wales, and the Parties hereby submit to the exclusive jurisdiction of the English courts.

IN WITNESS whereof the Supplier and the Guarantor have executed this Agreement as a Deed the day and year first above written

EXECUTED for and on behalf of Atlas Communications (NI) Ltd

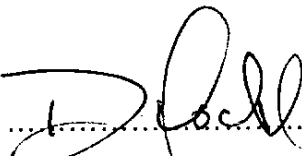
Signature: 

Name: RICHARD SIMPSON

Position: MANAGING DIRECTOR

IN THE PRESENCE OF

Witness

Signature: 

Name: NEIL TODD

Position: SALES & MARKETING MANAGER

EXECUTED for and on behalf of Atlas Communications (UK) Ltd

Signature: 

Name: JOHN SIMPSON

Position: DIRECTOR

IN THE PRESENCE OF

Witness

Signature: Richard M. Simpson

Name: RICHARD SIMPSON

Position: MANAGING DIRECTOR