

148343/78

# MG01

## Particulars of a mortgage or charge



**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  
particulars of a charge to  
company. To do this, please  
use form MG01s

THURSDAY



A22

\*A4IWQHML\*

18/02/2010

220

COMPANIES HOUSE

**1**

### Company details

Company number

0 0 1 5 3 0 8 8

Company name in full

TELECITYGROUP INTERNATIONAL LIMITED (the "Company")

9

For official use

**Filing 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

d0 d9 m0 m2 y2 y0 y1 y0

**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

GROUP DEBENTURE (the "Deed")

**4**

### Amount secured

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

Amount secured

All present and future obligations and liabilities  
(whether actual or contingent and whether owed  
jointly or severally or alone or in any other  
capacity whatsoever) of each present or future  
Obligor to the Security Agent and/or the other  
Secured Parties (or any of them) under or pursuant  
to any Finance Document (including all monies  
covenanted to be paid under the Deed) ("Secured  
Obligations")

**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 BARCLAYS BANK PLC (the "Security Agent")

Address 5 The North Colonnade, Canary Wharf

London

Postcode E 1 4 4 B B

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

#### 1. GRANT OF SECURITY

##### 1.1 Nature of security

All Security and dispositions created or made by or pursuant to the Deed are created or made

(a) in favour of the Security Agent,

(b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and

(c) as continuing security for payment of the Secured Obligations

##### 1.2 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986)

#### 2. FIXED SECURITY

##### 2.1 Fixed charges

The Company charged and agreed to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest

continued on the continuation page

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## Particulars of a mortgage or charge

### 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 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 *PLA Peter UK 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 Denise Phillips

Company name DLA Piper UK LLP

Address 3 Noble Street

Post town London

County/Region

Postcode E C 2 V 7 E E

Country

DX DX 33866 Finsbury Square

Telephone 08700 111 111



### 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](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

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(a) by way of first legal mortgage</p> <p>(1) the Real Property (if any) specified in part 1 of the schedule hereto (<i>Details of Security Assets</i>), and</p> <p>(11) all other Real Property (if any) at 9 February 2010 vested in, or charged to, the Company (not charged by clause 4 1(a) (1) of the Deed) but excluding the Excluded Leasehold Property,</p> <p>(b) by way of first fixed charge</p> <p>(1) all other Real Property and all interests in Real Property other than the Excluded Leasehold Property or any interest in Excluded Leasehold Property (not effectively mortgaged or charged by clause 4 1(a) of the Deed), and</p> <p>(11) all licences to enter upon or use land and the benefit of all other agreements relating to land,</p> <p>(c) by way of first fixed charge all plant and machinery (not charged by clause 4 1(a) or 4 1(b) of the Deed) and the benefit of all contracts, licences and warranties relating to the same,</p> <p>(d) by way of first fixed charge:</p> <p>(1) all computers, vehicles, office equipment and other equipment (not charged by clause 4 1(c) of the Deed), and</p> <p>(11) the benefit of all contracts, licences and warranties relating to the same,</p> <p>other than any which are for the time being part of the Company's stock-in-trade or work-in-progress,</p> <p>(e) by way of first fixed charge</p> <p>(1) the Charged Securities referred to in part 2 of the schedule hereto (<i>Details of Security Assets</i>), and</p> <p>(11) all other Charged Securities (not charged by clause 4 1(e) (1) of the Deed),</p> <p>in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which the Company may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments;</p> <p>(f) by way of first fixed charge:</p> <p>(1) the Cash Collateral Accounts and all monies at any time standing to the credit of the Cash Collateral Accounts,</p> <p>(11) the Collection Accounts and all monies at any time standing to the</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

credit of the Collection Accounts, and

(111) all accounts of the Company with any bank, financial institution or other person at any time (not charged by clauses 4 1(f) (1) or 4 1(f) (11) of the Deed) and all monies at any time standing to the credit of such accounts but specifically excluding from such first fixed charge the Hammerson Rent Deposits, the Equitable Life Rent Deposit, the Oliver's Yard Rent Deposit, the Powergate Rent Deposit and any other rent deposit or option to purchase or lease deposit permitted pursuant to paragraph (1) of the definition of Permitted Security under the Facilities Agreement and any account with any bank, financial institution or other person in which such cash deposit is held,

in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing,

(g) by way of first fixed charge:

(1) the Intellectual Property (if any) specified in part 4 of the schedule hereto (*Details of Security Assets*), and

(11) all other Intellectual Property (if any) (not charged by clause 4 1 (g) (1) of the Deed),

(h) to the extent that any Assigned Asset is not effectively assigned under clause 4 2 (*Security assignments*) of the Deed, by way of first fixed charge such Assigned Asset,

(1) by way of first fixed charge (to the extent not otherwise charged or assigned in the Deed)

(1) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of the Company or the use of any of its assets, and

(11) any letter of credit issued in favour of the Company and all bills of exchange and other negotiable instruments held by it, and

(j) by way of first fixed charge all of the goodwill and uncalled capital of the Company

#### 2.2 Security assignments

The Company assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to

(a) the Relevant Contracts, all its rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising therefrom,

(b) each of the following

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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

(1) all Insurances specified in part 5 of the schedule hereto (*Details of Security Assets*), and

(11) all other Insurances (not assigned by clause 4 2(b)(1) of the Deed),

and all claims under the Insurances and all proceeds of the Insurances, and

(c) all other Receivables (not assigned under clauses 4 2(a) or 4 2(b) of the Deed)

To the extent that any Assigned Asset described in clause 4 2(b) of the Deed is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Company to any proceeds of such Insurances

#### 2.3 Assigned Assets

The Security Agent is not obliged to take any steps necessary to preserve any Assigned Asset, to enforce any term of a Relevant Contract against any person or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to the Deed

#### 3. FLOATING CHARGE

The Company charged and agreed to charge by way of first floating charge all of its present and future

(a) assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 4 1 (*Fixed charges*) of the Deed, clause 4 2 (*Security assignments*) of the Deed or any other provision of the Deed, and

(b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland

#### 4. CONVERSION OF FLOATING CHARGE

##### 4.1 Conversion by notice

The Security Agent may, by written notice to the Company, convert the floating charge created under the Deed into a fixed charge as regards all or any of the assets of the Company specified in the notice if

(a) an Event of Default has occurred and is continuing, or

(b) the Security Agent considers any such charged assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy

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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

#### 4.2 Small companies

The floating charge created under the Deed by the Company shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of the Company

#### 4.3 Automatic conversion

The floating charge created under the Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge

(a) in relation to any Security Asset which is subject to a floating charge if:

(1) the Company creates (or attempts or purports to create) any Security (other than a Permitted Security) on or over the relevant Security Asset without the prior written consent of the Security Agent, or

(11) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset, and

(b) over all Security Assets of the Company which are subject to a floating charge if an administrator is appointed in respect of the Company or the Security Agent receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986)

#### 4.4 Partial conversion

The giving of a notice by the Security Agent pursuant to clause 6.1 (Conversion by notice) of the Deed in relation to any class of assets of the Company shall not be construed as a waiver or abandonment of the rights of the Security Agent to serve similar notices in respect of any other class of assets or of any other right of the Security Agent and/or the other Secured Parties

### 5. CONTINUING SECURITY

#### 5.1 Continuing security

The Debenture Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. The Deed shall remain in full force and effect as a continuing security for the duration of the Security Period

#### 5.2 Additional and separate security

The Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which the Security Agent and/or any other Secured Party may at any time hold for any Secured Obligation



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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

##### 5.3 Right to enforce

The Deed may be enforced against the Company without the Security Agent and/or any other Secured Party first having recourse to any other right, remedy, guarantee or Security held by or available to it or any of them

##### 6. LIABILITY OF CHARGING COMPANIES RELATING TO SECURITY ASSETS

Notwithstanding anything contained in the Deed or implied to the contrary, the Company remains liable to observe and perform all conditions and obligations assumed by it in relation to the Security Assets. The Security Agent is under no obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation

##### 7. UNDERTAKINGS BY THE CHARGING COMPANIES

###### 7.1 Negative pledge and Disposals

Except as permitted under the terms of any Finance Document, the Company shall not do or agree to do any of the following without the prior written consent of the Security Agent

(a) create or permit to subsist any Security or Quasi-Security on any Security Asset, or

(b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not and whether voluntarily or involuntarily) the whole or any part of its interest in any Security Asset

###### 7.2 Security Assets generally

The Company shall

(a) not, except with the prior written consent of the Security Agent (such consent not to be unreasonably withheld or delayed), enter into any onerous or restrictive obligation affecting any Security Assets (except as expressly permitted under the Finance Documents),

(b) not do, cause or permit to be done anything which may in any way materially depreciate, jeopardise or otherwise materially prejudice the value or marketability of any Security Asset (or make any omission which has such an effect) (except as expressly permitted under the Finance Documents)

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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

#### 7.3 Dealings with and realisation of Receivables and Collection Accounts

(a) The Company shall without prejudice to clause 11.1 (*Negative pledge and Disposals*) of the Deed (but in addition to the restrictions in that clause), not, without the prior written consent of the Security Agent, sell, assign, charge, factor or discount or in any other manner deal with any Receivable (except as expressly permitted under any Finance Document)

#### 8. SET-OFF

##### 8.1 Set-off rights

(a) The Security Agent and each other Secured Party may (but shall not be obliged to) set off any obligation which is due and payable by the Company and unpaid (whether under the Finance Documents or which has been assigned to the Security Agent or such other Secured Party by any other Company) against any obligation (whether or not matured) owed by the Security Agent or such other Secured Party to the Company, regardless of the place of payment, booking branch or currency of either obligation

(b) At any time after the Debenture Security has become enforceable (and in addition to its rights under clause 18.1(a) of the Deed), the Security Agent and each other Secured Party may (but shall not be obliged to) set-off any contingent liability owed by the Company under any Finance Document against any obligation (whether or not matured) owed by the Security Agent or such other Secured Party to the Company, regardless of the place of payment, booking branch or currency of either obligation

(c) If the obligations are in different currencies, the Security Agent or such other 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

(d) If either obligation is unliquidated or unascertained, the Security Agent or such other Secured Party may set off in an amount estimated by it in good faith to be the amount of that obligation

##### 8.2 Time deposits

Without prejudice to clause 18.1 (*Set-off*) of the Deed, if any time deposit matures on any account which the Company has with the Security Agent or any other Secured Party at a time within the Security Period when

(a) this Debenture Security has become enforceable, and

(b) no Secured Obligation is due and payable,

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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

such time deposit shall automatically be renewed for such further maturity as the Security Agent or such other Secured Party in its absolute discretion considers appropriate unless the Security Agent or such other Secured Party otherwise agrees in writing

#### 9. FURTHER ASSURANCES

##### 9.1 Further action

The Company shall (and the Parent shall procure that the Company shall) at its own expense, immediately do all acts and execute all documents as the Security Agent or a Receiver may reasonably specify (and in such form as the Security Agent or a Receiver may reasonably require) for

- (a) creating, perfecting or protecting the Security intended to be created by the Deed or any other Transaction Security Document,
- (b) facilitating the realisation of any Security Asset,
- (c) facilitating the exercise of any rights, powers and remedies exercisable by the Security Agent, any other Secured Party or any Receiver or any Delegate in respect of any Security Asset or provided by or pursuant to the Finance Documents or by law, or
- (d) creating and perfecting Security in favour of the Security Agent or the Secured Parties over any property and assets of the Company located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be created by or pursuant to the Deed or any other Transaction Security Document

This includes

- (i) the re-execution of the Deed or such Transaction Security Document;
- (ii) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property, whether to the Security Agent or to its nominee, and
- (iii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent may think expedient

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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

### 9.2 Finance Documents

The Company shall (and the Parent shall procure that each member of the Group shall) take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Finance Parties by or pursuant to the Finance Documents of the type and in a manner consistent with the provisions of the relevant Finance Documents

### 9.3 Specific security

Without prejudice to the generality of clause 20 1 (Further action) of the Deed, the Company will immediately upon request by the Security Agent execute any document contemplated by that clause over any Security Asset which is subject to or intended to be subject to any fixed security under the Deed (including any fixed security arising or intended to arise pursuant to clause 6 (Conversion of floating charge) of the Deed)

### 10. POWER OF ATTORNEY

The Company, by way of security, irrevocably and severally appointed the Security Agent, each Receiver and any Delegate to be its attorney to take any action whilst an Event of Default is continuing or enforcement of the Debenture Security has occurred which the Company is obliged to take under the Deed, including under clause 20 (Further assurances) of the Deed or, if no Event of Default is continuing, which the Company has failed to take The Company ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause

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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>NOTE.</p> <p>In this form</p> <p>"Assigned Assets" means the Security Assets expressed to be assigned pursuant to clause 4.2 (<i>Security assignments</i>) of the Deed,</p> <p>"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration;</p> <p>"Cash Collateral Accounts" means each</p> <p>(a) Mandatory Prepayment Account; and</p> <p>(b) Holding Account,</p> <p>(each as defined in the Deed);</p> <p>"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities;</p> <p>"Charged Securities" means</p> <p>(a) the securities specified in part 2 of the schedule hereto (<i>Details of Security Assets</i>), and</p> <p>(b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at 9 February 2010) as at 9 February 2010 or in future owned (legally or beneficially) by a Charging Company or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which such Charging Company has an interest at any time,</p> <p>"Charging Companies" means</p> <p>(a) the Original Charging Companies; and</p> <p>(b) any other company which accedes to the Deed pursuant to an Accession Deed (as defined in the Deed),</p> <p>"Collection Account" has the meaning given to that term in clause 11 8(a) (iii) of the Deed,</p> <p>"Debenture Security" means the Security created or evidenced by or pursuant to the Deed or any Accession Deed,</p> <p>"Delegate" means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Security Agent or by a Receiver,</p>	

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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><b>"Equitable Life Rent Deposit"</b> means the rent deposit not exceeding £1,300,000 in aggregate principal amount which Telecity UK Limited has deposited in an account for the benefit of Equitable Life Assurance Society;</p> <p><b>"Event of Default"</b> means each Event of Default as defined in the Facilities Agreement,</p> <p><b>"Excluded Leasehold Property"</b> means the leasehold properties listed in schedule 7 of the Deed,</p> <p><b>"Facilities Agreement"</b> means the sterling term and multicurrency revolving facilities agreement dated 9 February 2010 and made between (1) Telecity Group plc as Parent, (2) the companies listed in part 1 of schedule 1 therein as Original Borrowers, (3) the companies listed in part 1 of schedule 1 therein as Original Guarantors, (4) Barclays Capital, HSBC Bank plc, Lloyds TSB Bank plc, Corporate Markets and The Royal Bank of Scotland plc as Joint Mandated Lead Arrangers, (5) the financial institutions listed in part 2 of schedule 1 as Original Lenders, (6) Barclays Bank plc as Agent and (7) Barclays Bank plc as Security Agent pursuant to which the Original Lenders agreed to make certain facilities available to the Borrowers (as defined in the Facilities Agreement),</p> <p><b>"Finance Document"</b> means the Facilities Agreement, any Accession Letter, any Ancillary Document, the Intra-Group Loan Agreement, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Hedging Letter, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request (each as defined in the Facilities Agreement) and any other document designated as a <b>"Finance Document"</b> by the Agent and the Parent,</p> <p><b>"Group"</b> means the Parent and each of its Subsidiaries (as defined in the Facilities Agreement) for the time being;</p> <p><b>"Hammerson Rent Deposits"</b> means the rent deposits in aggregate amounts not exceeding £300,000 which TelecityGroup UK Limited has deposited in an account for the benefit of Hammerson (2 Harbour Exchange) Limited,</p> <p><b>"Insurances"</b> means all policies of insurance (and all cover notes) which are at any time held by or written in favour of a Charging Company, or in which a Charging Company from time to time has an interest including, without limitation the policies of insurance (if any) specified in part 5 of the schedule hereto (<i>Details of Security Assets</i>)),</p> <p><b>"Intellectual Property"</b> means all present and future legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of each Charging Company in, or relating to.</p>	

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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>(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</p> <p>(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 part 4 of the schedule hereto (<i>Details of Security Assets</i>)),</p> <p><b>"Intercreditor Agreement"</b> means the intercreditor agreement dated 9 February 2010 and made between the Parent, the other Obligors, Barclays Bank PLC as Security Agent, Barclays Bank PLC as Facility Agent, the Arrangers, the Lenders, the Ancillary Lenders and the Hedge Counterparties (each as defined in the Facilities Agreement);</p> <p><b>"Obligor"</b> means a Borrower or a Guarantor (as defined in the Facilities Agreement),</p> <p><b>"Oliver's Yard Rent Deposit"</b> means the rent deposit in an aggregate amount not exceeding £1,553,423 which TelecityGroup UK Limited (formerly Telecity Redbus (UK) Limited) has deposited in the Oliver's Yard Rent Deposit Account for the benefit of Derwent Valley London Limited,</p> <p><b>"Original Charging Companies"</b> means Telecity Group PLC with CRN 5603875, TelecityGroup Investments Limited with CRN. 5505790, Telecity UK Limited with CRN 3490013, TelecityGroup International Limited with CRN 153088, TelecityGroup UK Limited with CRN 3607764 and TelecityGroup Holdings Limited with CRN: 3945382,</p> <p><b>"Parent"</b> means Telecity Group PLC with CRN 5603875,</p> <p><b>"Permitted Security"</b> has the meaning assigned to that term in the Facilities Agreement,</p> <p><b>"Powergate Rent Deposit"</b> means the £250,000 cash deposit lodged with Wolverhampton City Council (West Midlands Metropolitan Authorities Pension Fund) as landlord of the Powergate site,</p> <p><b>"Quasi-Security"</b> has the meaning given to that term in clause 25 10 (<i>Negative pledge</i>) of the Facilities Agreement,</p> <p><b>"Real Property"</b> means all estates and interests in freehold, leasehold and other immovable property (wherever situated) as at 9 February 2010 or in future belonging to any Charging Company, or in which any Charging Company has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in part 1 of the schedule hereto (<i>Details of Security Assets</i>)), together with</p>	

# MG01 - continuation page

## Particulars of a mortgage or charge

4	Amount secured	
Amount secured	Please give us details of the amount secured by the mortgage or charge	
	<p>(a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon,</p> <p>(b) all easements, rights and agreements in respect thereof;</p> <p>(c) all proceeds of sale of that property, and</p> <p>(d) the benefit of all covenants given in respect thereof,</p> <p><b>"Receivables"</b> means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, any Charging Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with:</p> <p>(a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights), and</p> <p>(b) all proceeds of any of the foregoing,</p> <p><b>"Receiver"</b> means any receiver, receiver and manager or administrative receiver appointed by the Security Agent under the Deed,</p> <p><b>"Related Rights"</b> means, in relation to any Charged Security</p> <p>(a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition, and</p> <p>(b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,</p> <p><b>"Relevant Contract"</b> means each Hedging Agreement (as defined in the Facilities Agreement), together with each other agreement supplementing or amending or novating or replacing the same,</p> <p><b>"Secured Parties"</b> has the meaning given to that term in the Intercreditor Agreement,</p> <p><b>"Security"</b> 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,</p> <p><b>"Security Assets"</b> means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Deed;</p>	



# MG01 - continuation page

## Particulars of a mortgage or charge

4

### Amount secured

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

Amount secured

"**Security Period**" means the period beginning 9 February 2010 and ending on the date on which

(a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, and

(b) no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents,

"**Transaction Security Documents**" has the meaning assigned to that term in the Facilities Agreement;

"**VAT**" means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature

#### SCHEDULE

#### Details of Security Assets

#### Part 1 - Real Property

None

#### Part 2 - Charged Securities

Charging Company	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
TelecityGroup International Limited	TelecityGroup Holdings Limited	Ordinary shares of £1 each	2,504	£2502 divided into 2502 Ordinary shares of £1 each
TelecityGroup International Limited	TelecityGroup Limited UK	Ordinary shares of £1 each	2,500,502	£2,500,502 divided into 2500502 shares of £1 each

# MG01 - continuation page

## Particulars of a mortgage or charge

4

### Amount secured

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

Amount secured

#### Part 3 - Charged Accounts

Confidential

#### Part 4 - Intellectual Property

None

#### Part 5 - Insurances

Charging Company	Insurer	Policy number
TelecityGroup International Limited	Travelers Insurance Company Limited	UCTSR3662337  (Commercial Combined incorporating Property Damage / Business Interruption / Computer All risks/ Terrorism Insurance / Employers Liability/ Public and Products Liability)
TelecityGroup International Limited	ACE European Group Limited	UKCASC26805  (Excess Public & Products Liability)
TelecityGroup International Limited	Travelers Insurance Company Limited	UCTSR3761244  (Professional Indemnity including Products)
TelecityGroup International Limited	Chubb Insurance Company of Europe S A	82152416B  (Directors & Officers Liability)



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

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

**COMPANY NO. 153088  
CHARGE NO. 9**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A GROUP DEBENTURE DATED 9  
FEBRUARY 2010 AND CREATED BY TELECITYGROUP  
INTERNATIONAL LIMITED FOR SECURING ALL MONIES DUE  
OR TO BECOME DUE FROM EACH PRESENT OR FUTURE  
OBLIGOR TO BARCLAYS BANK PLC (THE SECURITY AGENT)  
AND/OR 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 18 FEBRUARY  
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 FEBRUARY  
2010

*Dx. Sel.*



**Companies House**  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES