



COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

*

M 70

Please complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies

For official use

Company number

--	--	--	--	--

1,809,960

Name of company

MILICOM INFORMATION SERVICES LIMITED (the "Chargor")

* insert full name
of company

Date of creation of the charge

27th February, 1989

Description of the instrument (if any) creating or evidencing the charge (note 2)

A debenture dated 27th January 1989 executed by the Chargor in favour of Standard Chartered Merchant Bank Limited (the "Bank"), (the "Charge")

Amount secured by the mortgage or charge

All monies which are at the date of the Charge or which at any time thereafter become due or owing by the Chargor to the Bank on any account (including, without limitation, all monies which are at the date of the Charge or any time thereafter become due or owing by the Chargor to the Bank under or pursuant to the terms of a Loan Agreement dated 17th January, 1989 made between the Chargor and the Bank and Millicom Incorporated as the same may be amended or varied from time to time) and all other liabilities, whether actual or contingent, existing at the date of the Charge or thereafter incurred by the Chargor to the Bank (whether in either case, due, owing or incurred by the Chargor alone or jointly with any other person(s) and in what ever name, firm or style and whether as principal or as surety) together with interest, discount, commission and other banking charges and together with interest on any such monies and other liabilities determined in accordance with Clause 2(2) of the Charge.

cont....

Names and addresses of the mortgagees or persons entitled to the charge

Standard Chartered Merchant Bank Limited

33-36 Gracechurch Street

London

Postcode

EC3V 0AX

Presenter's name address and
reference (if any):

Clifford Chance
Royex House
Aldermanbury Square
London EC2V 7LD
88052370/ASY

For official Use
Mortgage Section

REGISTERED

1 MAR 1989

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

Please do not
write in
this margin

Please complete
legibly, preferably
in black type, or
bold block lettering

(a) by way of first legal mortgage

(i) the property referred to in the schedule to the Charge and/or the proceeds of sale thereof together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery at any time thereon and the Chargor has declared in the Charge that his interest in such property is as stated in the schedule to the Charge that the property is free from all charges and encumbrances save as created by this Charge; and

(ii) all other interests or estates in any other freehold or leasehold properties belonging to the Chargor at the date of this Charge and/or the proceeds of sale thereof together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery at any time upon any such property and the Chargor has declared in the Charge that such properties are free from all charges and encumbrances save as created by this Charge;

(b) by way of specific equitable charge, all estates or interests in any freehold or leasehold or other immovable properties (except the properties which are legally mortgaged pursuant to sub-paragraph (a) above) at the date of this Charge or thereafter during the continuance of this security belonging to, or charged to, the Chargor and/or the proceeds of sale thereof together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery at any time thereon;

cont.....

Particulars as to commission allowance or discount (note 3)

None

Signed

Clifford Chance

Date

11/3/1989

On behalf of ~~company~~ [mortgagee/chargee]†

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

Please do not
write in this
binding margin

**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 1
to Form No 395 and 410 (Scot)

Please complete
legibly, preferably
in black type, or
bold block lettering

Company number

1,809,960

Name of company

MILlicom INFORMATION SERVICES

Limited*

*delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

Please do not
write in this
binding margin

Clause 2(2) of the Charge above referred to

In the event of the Bank making a demand the Chargor shall pay interest accruing from the date of such demand on the monies so demanded and on the amount of such other liabilities at the rate agreed between the Chargor and the Bank, or in the event of no such rate having been agreed, at a rate determined in accordance with the Bank's usual practice (the rate so agreed or determined to apply after as well as before any judgment), such interest to be paid upon interest payment dates selected by the Bank in accordance with its usual practice and to be compounded with rests on such payment dates in the event of it not being duly and punctually paid

Please complete
legibly, preferably in
black type, or bold
block lettering

Please do not
write in this
binding margin

Please complete
legibly, preferably
in black type, or
bold block lettering

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

(c) by way of specific charge:-

- (i) all book debts whether actual or contingent due or owing at the date of this Charge or at any time thereafter during the continuance of this security to the Chargor and the full benefit of all securities, guarantees and indemnities at the date of this Charge or at any time thereafter held by the Chargor in relation thereto;
 - (ii) all indebtedness at the date of this Charge or at any time thereafter due owing or incurred to the Chargor from or by any bank or financial institution in respect of any account maintained by the Chargor with such bank or financial institution;
 - (iii) all stocks, shares, securities or other interests (together with all rights in respect thereof or incidental thereto including, without limitation, all dividends interest and income deriving therefrom) at the date of this Charge or at any time thereafter during the continuance of this security belonging to the Chargor;
 - (iv) all the goodwill, trademarks, copyrights, patents, registered designs, other intellectual property rights and uncalled capital for the time being of the Chargor;
 - (v) the benefit of any licences for the time being in the Chargor;
 - (vi) all plant and machinery at the date of this Charge or thereafter belonging to the Chargor (excluding plant and machinery for the time being forming part of its stock in trade or work in progress); and
 - (vii) all chattels at the date of this Charge or thereafter hired, leased or rented by the Chargor to any other person together in each case with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligations of any person under or in respect of such contract;
- (d) by way of first floating charge the undertaking and all other property, assets and rights of the Chargor whatsoever and wheresoever, both present and future (excluding for the avoidance of doubt, the undertaking or any of the property assets and rights of the Chargor effectively charged or assigned in favour of the Bank pursuant to sub-paragraphs (a), (b) or (c) above) but so that the Chargor shall not without the prior consent in writing of the Bank:-
- (i) create or permit to exist any mortgage, debenture, charge, pledge, lien or other interest (other than a lien arising by operation of law) on or affecting any part of the same ranking in priority to, or pari passu with, such floating charge; or
 - (ii) sell or otherwise dispose of any of the same contrary to the provisions of clause 5(c) of the Charge.

NOTE: Clause 5(c) of the Charge contains an undertaking by the Chargor not to create, extend or permit to subsist any mortgage or other fixed security, floating charge, pledge, hypothecation or lien (other than a lien arising by operation of law) or other security interest of any kind over all of the property charged under this Charge otherwise than in favour of the Bank or with the Bank's prior written consent.

THE SCHEDULE above referred to

The Leasehold land and buildings known as 21 The South Bank Business Centre, Ponton Road, London registered with Absolute Title at H.M. Land Registry under title number SGL 435044



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

I hereby certify that a mortgage or charge dated the 27th February 1989 and created by MILLICOM INFORMATION SERVICES LIMITED for securing all moneys due or to become due from the Company to Standard Chartered Merchant Bank Limited on any account whatsoever pursuant to the terms of a Loan Agreement dated 17th January 1989

was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 1st March 1989

Given under my hand at the Companies Registration Office,
Cardiff the -7 MAR 1989

No. 1809960

R. M. GROVES
an authorised officer

Certificate and instrument received by

..... L.C.

Date

13/3 arf

C.69

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COMPANIES FORM No. 395 Particulars of a charge

M532C.

395

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies

For official use

Company number

JVW

[] [] [] [] [] []

1809960 LC

Name of company

* MILLICOM INFORMATION SERVICES LIMITED

* insert full name
of company

Date of creation of the charge

4th SEPTEMBER 1989

Description of the instrument (if any) creating or evidencing the charge (note 2)

Legal Charge in favour of Barclays Bank Plc over land at
Yarm Road, Darlington, County Durham

Amount secured by the charge

All monies and liabilities which shall for the time being (and whether on or at any time after such demand) be due owing or incurred to the bank by the mortgagor whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety including interest, discount, commission or other lawful charges and expenses which the bank may in the course of its business charge in respect of any of the matters aforesaid or for keeping the mortgagor's account.

Names and addresses of the chargees or persons entitled to the charge

Barclays Bank Plc, PO Box 544,
54 Lombard Street,

London

Postcode EC3V 9EX

Presenter's name address and
reference (if any):

Bischoff & Co
Epworth House
25 City Road
London EC1Y 1BY

Ref: J/DSM

Time critical reference

For official Use
Mortgage Section

REGISTERED

22 SEP 1989

Post room



Short particulars of all the property charged

All those pieces or parcels of land comprising 1.38 acres or thereabouts and being outlined in red on the plan annexed to the Transfer dated 4th September between the Council of the Borough of Darlington (1) and Millicom Information Services Limited (2) being part of the land contained in Title No: DU 64151 County Durham

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

Signed

B. Schaff

Date

21/9/89

On behalf of [company] ~~personal~~

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

FILE COPY



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

Pursuant to section 401(2) of the Companies Act 1985

I hereby certify that a mortgage or charge dated the 4th SEPTEMBER 1989
and created by MILLICOM INFORMATION SERVICES LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to BARCLAYS BANK PLC

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 22nd SEPTEMBER 1989

Given under my hand at the Companies Registration Office,
Cardiff the 3rd OCTOBER 1989

No. 1809960

A handwritten signature in dark ink, appearing to read 'J. R. Morgan'.

an authorised officer

C.69a

P
3/10

M

COMPANIES FORM No. 403a

**Declaration of satisfaction
in full or in part
of mortgage or charge**

403a

Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

Please complete
legibly, preferably
in black type or,
bold block lettering

To the Registrar of Companies
(Address overleaf)

For official use

Company number

For official use box

1809960

Name of company

* MILLICOM INFORMATION SERVICES LIMITED

* insert full name
of company

I, EDWARD JOHN WINFIELD

of Mill House Piercebridge Darlington Durham DL2 3ST.

† delete as
appropriate

‡ Insert a description
of the instrument(s)
creating or
evidencing the
charge, eg
'Mortgage',
'Charge',
'Debenture' etc.

[a director] [the secretary] [the administrator] [the administrative receiver] of the above company, do
solemnly and sincerely declare that the debt for which the charge described below was given has been
paid or satisfied in [full] ~~[part]~~

Date and Description of charge: 27th February 1989 Debenture

Date of Registration: X 7th March 1989

§ the date of
registration may be
confirmed from the
certificate

Name and address of [chargee] ~~[trustee for the debenture holders]~~

CHARTERED WESTLB LIMITED

Short particulars of property charged: all of the Company's present and
future undertaking property and assets

§ insert brief
details of
property

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835.

Declared at 12 PRESTON

Declarant to sign below

Darlington Co Durham

the 25th day of April

one thousand nine hundred and ninety

before me [Signature]

A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths

Presenter's name address and
reference (if any): M/LAH

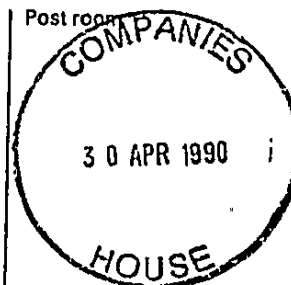
BISCHOFF & Co
Epworth House
25 City Road
LONDON
EC1Y 1BY

For official use

REGISTERED

30 APR 1990

Post room



M

COMPANIES FORM No. 403a

**Declaration of satisfaction
in full or in part
of mortgage or charge****FULLY
SATISFIED****403a**Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

Please complete
legibly, preferably
in black type or
bold block lettering

To the Registrar of Companies

For official use

Company number

1809960

* Insert full name
of company

Name of company

MILLICOM INFORMATION SERVICES LIMITED

I, DAVID STEADMAN

of 57 Roxwell Avenue, Chelmsford, Essex CM1 2NX

† Delete as
appropriate

[a director] ~~the secretary or the administrator or the administrative receiver~~ of the above company, do
solemnly and sincerely declare that the debt for which the charge described below was given has been
paid or satisfied in [full] ~~[part]~~

† Insert a
description of the
instrument(s) -
creating or
evidencing the
charge, eg
'Mortgage',
'Charge',
'Debenture' etc

Date and Description of charge. 4th September 1989 Charge

Date of Registrations. 22nd September 1989

Name and address of [chargee] ~~[firm or company or the mortgage holder]~~
Barclays Bank Plc, PO Box 544, 54 Lombard Street, London§ The date of
registration may
be confirmed
from the
certificateShort particulars of property charged. All those pieces or parcels of land
comprising 1.38 acres contained in Title No. DU 64151.¶ Insert brief
details of
propertyAnd I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835Declared at 71/91 Aldwych, London WC2
(Manchester Co)

Declarant to sign below

the twelfth day of February
one thousand nine hundred and ninety one
before me [Signature] IDHO/ROAK.A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for OathsPresentor's name, address and
reference (if any)Baker & McKenzie
Inveresk House
Aldwych
London WC2B 4JP

Ref: PWS/TJM/SCG



The Solicitors' Law Society plc, 60-62, Cannon Row, London WC1X 8BT

For official use

Mortgage

Post room

REGISTERED

13 FEB 1991

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Companies M403a