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CHFP025

Please do not
write in
this margin

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

* insert full name
of Company

COMPANIES FORM No. 395

628351/B

Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect of
each register entry for a mortgage or charge.

395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

8

02966414

Name of company

CRC Group Limited (the **Chargor**)

Date of creation of the charge

28 September 2007

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

Agreement for registered pledge over shares (the **Share Pledge**)

*Executed outside the UK over property situated
there*

Amount secured by the mortgage or charge

All existing and future pecuniary claims of the Security Trustee towards the Chargor under clause
31 12 (*Parallel obligation owed to the Security Trustee*) of the Facility Agreement (the **Secured
Claims**)

Note Capitalised terms not defined on this page are defined in the M395 Continuation Sheet
attached

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

KBC Bank NV, 5th floor, 111 Old Broad Street, London as trustee for each Finance Party (the
Security Trustee)

Postcode EC2N 1BR

Please return

via

CH London Counter

Presentor's name address and
reference (if any)

Denton Wilde Sapte LLP
One Fleet Place
London EC4M 7WS

SHJS/RWG/63803 00121

For official Use (02/00)
Mortgage Section

MONDAY



LY3H8U05
LD4 22/10/2007 134
COMPANIES HOUSE

Time critical reference

Short particulars of all the property mortgaged or charged

See the M395 Continuation Sheet attached

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)

NIL

*A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge
(See Note 5)*

Signed Denton Wilde Sayle LLP

Date 22 October 2007

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

Notes

[†] delete as
appropriate

- 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
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ

Name of company

* insert full name
of company

CRC Group Limited

Short particulars of all the property mortgaged or charged (continued)

1. Creation of Security

Under the Share Pledge the Chargor created the following security

1 1 Registered Pledge

The Chargor established in favour of the Security Trustee a first ranking registered pledge of all the Shares as continuing security for the payment of the Secured Claims up to the maximum secured amount of GBP37,500,000

1 2 Financial Pledge

The Chargor established in favour of the Security Trustee a financial pledge of all the Shares, in accordance with the relevant provisions of the Act on Specific Financial Collateral, as continuing security for the payment and discharge of the Secured Claims up to the maximum secured amount of GBP 37,500,000

2 Pledges on future shares

During the Security Period, the Chargor shall establish a registered pledge and a financial pledge, on substantially the same terms and conditions as provided in the Share Pledge, over any additional shares in the Company that the Chargor may acquire after 28 September 2007, whether through an increase of the Company's share capital, purchase or otherwise

3 Negative covenants

Note that the Chargor may not

- 3 1 sell, transfer or otherwise dispose of any of the Shares or assign any right attached thereto, unless permitted under the Facility Agreement,
- 3 2 introduce (or permit the introduction of) changes to the Company's governing documents which would be inconsistent with the Security Trustee's rights under the Share Pledge or would result in a breach of the Facility Agreement,
- 3 3 create (or permit the creation of) any Security Interest in respect of any of the Shares or any rights attached thereto, unless permitted under the Facility Agreement,
- 3 4 take or omit to take any action (or knowingly permit such action or omission) where that action or omission might be expected to adversely affect the rights of the Security Trustee under the Share Pledge, or
- 3 5 exercise its voting rights over the Shares in a manner which would (i) adversely affect the scope of rights attached to the Shares, (ii) diminish the proportion of the Shares in the Company's share capital (whether in terms of voting rights or value of the shares), or (iii) adversely affect the rights of the Security Trustee in respect of the Shares

Company number

02966414

Name of company

* insert full name
of company

CRC Group Limited

4 Definitions

In this Form 395

Act on Specific Financial Collateral means the act on specific financial collateral dated 2 April 2004 (Dz U of 2004 No 91 item 871, as amended)

Company means CRC Communicaid Sp z o o with its registered seat in Janki, at ul Falencka 1B, 05-090 post office Raszyn, registered in the register of entrepreneurs of the National Court Register maintained by the District Court for the capital city Warsaw in Warsaw, XIV Economic Division of the National Court Register, under number KRS 0000068851, REGON 016305856, with a share capital in the amount of PLN 1,054,000

Fonebak means Fonebak plc, a company incorporated in England and Wales with registered number 5113820

Facility Agreement means the facility agreement dated 14 December 2006 as amended and restated on 18 September 2007 between among others, Fonebak and the Security Trustee

Finance Party has the meaning in the Facility Agreement

Security Interest means any ordinary pledge, registered pledge, financial pledge, lien, charge, right of set-off, assignment or transfer by way of security, or any other security interest or any other agreement or arrangement having the effect of conferring security

Security Period means the period starting on 28 September 2007 and ending on the date when the Security Trustee is satisfied that all Secured Claims have been unconditionally and irrevocably paid and discharged in full

Shares means 2,108 shares in the share capital of the Company constituting the entire issued share capital of the Company, held by the Chargor at the date of the Share Pledge

5 Interpretation

Any reference in this Form 395 to

- (a) a provision of law is a reference to that provision as amended or re-enacted,
- (b) any agreement or instrument is a reference to that agreement or instrument as amended, novated, supplemented, extended, restated or replaced from time to time, and
- (c) the words **other** and **otherwise** shall not be construed ejusdem generis with any preceding words where a wider construction is possible

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 02966414

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN AGREEMENT FOR REGISTERED PLEDGE OVER SHARES EXECUTED OUTSIDE THE UNITED KINGDOM OVER PROPERTY SITUATED THERE DATED THE 28th SEPTEMBER 2007 AND CREATED BY CRC GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO KBC BANK NV AS TRUSTEE FOR EACH FINANCE PARTY (THE SECURITY TRUSTEE) UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 22nd OCTOBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26th OCTOBER 2007

Charge



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES