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COMPANIES FORM No. 395

## Particulars of a mortgage or charge

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Please do not write  
in this margin

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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

3912906

Name of company

\* Alert Communications Limited (the "Company")

\* insert full name  
of company

Date of creation of the charge

1 June 2000

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

A debenture dated 1 June 2000 (the "Debenture")

Amount secured by the mortgage or charge

All monies, obligations and liabilities whether actual or contingent, now or hereafter due, owing or incurred by the Company and by its parent company Alert Communications (Holdings) Limited under or pursuant to the following documents as those documents may from time to time be amended, varied, novated, supplemented or replaced:

(a) a facility agreement dated 1 June 2000 and made between the Company as borrower, the Security Trustee (as defined below) and certain banks (the "Facility Agreement");

(b) the Debenture;

(c) the other Finance Documents; and

(d) the Junior Secured Agreements

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

**Norton Rose**  
Kempson House  
Camomile Street  
London EC3A 7AN

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Time critical reference

For official Use  
Mortgage Section

Post room



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

The Governor and the Company of the Bank of Scotland (the "Security Trustee"), Orchard Brae House, 30 Queensferry Road, Edinburgh, EH4 2UG, on behalf of itself and the Secured Creditors (as defined below) from time to time.

Short particulars of all the property mortgaged or charged

1. The Debenture charges all of the present and future assets of the Company.
2. The Debenture creates charges by way of first legal mortgage over:
  - (a) the property specified in schedule 1 of the Debenture; and
  - (b) all freehold and leasehold property wheresoever situate (other than any property specified in schedule 1 of the Debenture) owned by the Company or in which the Company has an interest.
3. The Debenture creates first fixed charges over all of the present and future assets of the Company of the following types:
  - (a) land, interests in land and fixtures;
  - (b) plant, machinery and equipment (other than assets where title ceases to be vested in the Company) and the benefit of contracts and warranties relating to the same;
  - (c) permitted investments;
  - (d) debts, revenues, claims and the proceeds of collection of debts and claims;
  - (e) all proceeds payable under, and all other interests in and under, the Charged Documents;
  - (e) credit balances at banks;
  - (f) goodwill and uncalled capital; and
  - (g) intellectual property of all kinds,in each case, together with all associated rights.
4. The Debenture also creates a first floating charge over all other present and future assets of the Company (other than assets where title ceases to be vested in the Company).

Short particulars of all the property mortgaged or charged

DEFINITIONS

In this Form 395:

"Charged Documents" means:

- (a) the construction contract (the "Construction Contract") dated 1 June 2000;
- (b) the equity subscription and shareholders' agreement dated 1 June 2000;
- (c) the loan note subscription agreement dated 1 June 2000;
- (d) the operation and maintenance agreement (the "O&M Agreement") dated 1 June 2000;
- (e) the contractor subordinated loan agreement dated 1 June 2000;
- (f) the operator subordinated loan agreement dated 1 June 2000;#
- (g) each performance bond dated 1 June 2000;
- (h) the project agreement dated 1 June 2000;
- (i) the service gap agreement dated 28 April 2000;
- (j) the service gap sub-contract dated 28 April 2000;
- (k) the management services agreement dated 1 June 2000;
- (l) the guarantee given by Merlin Communications Group Limited in favour of the Company guaranteeing the performance of the Merlin Communications Limited obligations under the O&M Agreement dated 1 June 2000;
- (m) the guarantee given by Merlin Communications Group Limited in favour of the Company guaranteeing the performance of the Merlin Communications Limited obligations under the Construction Contract dated 1 June 2000;
- (n) any substitute agreement or any other agreement entered into by the Company with the approval of the agent which is deemed material;
- (o) each insurance policy and all other documents in connection with each such policy required to be effected by the Facility Agreement; and
- (p) each hedging agreement dated 1 June 2000.

"Finance Documents" means:

- (a) the account bank agreement dated 1 June 2000;
- (b) the assignment of direct agreements dated 1 June 2000;

Short particulars of all the property mortgaged or charged

- (c) the debenture dated 1 June 2000;
- (d) each fee letter dated 1 June 2000;
- (e) the floating charge and share mortgage dated 1 June 2000;
- (f) each hedging agreement;
- (g) the intercreditor agreement dated 1 June 2000;
- (h) the licence agreement to be entered into;
- (i) the MoD direct agreement dated 1 June 2000;
- (j) the overdraft letter dated 1 June 2000;
- (k) the Security Trustee/prime contractor's direct agreement dated 1 June 2000;
- (l) the sub-contractors' direct agreements dated 1 June 2000;
- (m) the service gap direct agreement dated 1 June 2000;
- (n) the service gap sub-contract direct agreement dated 1 June 2000; and
- (o) any other agreement entered into by the Borrower or other person to secure the Borrower's obligations under the Finance Documents.

"Junior Secured Documents" means:

- (a) the loan note instruments dated 1 June 2000; and
- (b) any other agreement under which the Company assumes junior secured debt.

"Secured Creditors" means (1) the account bank, the agent, the arrangers, each of the banks and the Security Trustee from time to time party to the Facility Agreement, (2) each hedge provider and (3) each junior secured creditor and in each case includes their respective successors and permitted transferees.

Particulars as to commission allowance or discount (note 3)

Nil

Signed

*Norton Rose*

Date 16<sup>th</sup> June 1999

On behalf of mortgagee/chargee

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**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 situated 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.

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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. 03912906

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 1st JUNE 2000 AND CREATED BY ALERT COMMUNICATIONS LIMITED FOR SECURING ALL MONIES, OBLIGATIONS AND LIABILITIES DUE OR TO BECOME DUE FROM THE COMPANY AND BY ITS PARENT COMPANY ALERT COMMUNICATIONS (HOLDINGS) LIMITED TO THE GOVERNOR AND THE COMPANY OF THE BANK OF SCOTLAND, AS SECURITY TRUSTEE FOR ITSELF AND THE SECURED CREDITORS (AS DEFINED) UNDER OR PURSUANT TO (a) A FACILITY AGREEMENT DATED 1 JUNE 2000 (AS DEFINED), (b) THIS DEBENTURE, (c) THE OTHER FINANCE DOCUMENTS (AS DEFINED) AND (d) THE JUNIOR SECURED AGREEMENTS (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 16th JUNE 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20th JUNE 2000.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



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