

MG01

Particulars of a mortgage or charge

Oyez

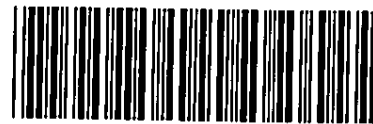
008584/13

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 to register
particulars of a charge for a Scottish
company. To do this, please use
form MG01s.

TUESDAY



A38 01/12/2009 97
COMPANIES HOUSE

1 Company details		For official use
Company number	0 4 9 3 9 4 6 3	Filing in this form Please complete in typescript or in bold black capitals. All fields are mandatory unless specified or indicated by *
Company name in full	Massa Solutions Limited (the "Company")	
2 Date of creation of charge		
Date of creation	01 03 2011 20 09	
3 Description		
Description	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'. Guarantee and Debenture (the "Charge")	
4 Amount secured		
Amount secured	Please give us details of the amount secured by the mortgage or charge. See continuation page of amount secured.	
		Continuation page Please use a continuation page if you need to enter more details.

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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

Kerry Overman (the "Security Trustee")

Address

2 One Tree Lane, Beaconsfield, Buckinghamshire

Postcode

H P 9 2 B U

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

See continuation page of short particulars of all the property mortgaged or charged.

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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: <ul style="list-style-type: none">- 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		
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 <div>X <i>Dundas + Wilson LLP</i> X</div> This form must be signed by a person with an interest in the registration of the charge.	

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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	
Company name	Dundas & Wilson LLP
Address	Northwest Wing
	Bush House
	Aldwych
Post town	London
County/Region	
Postcode	W C 2 B 4 E Z
Country	
DX	
Telephone	020 7240 2401
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:	
<input type="checkbox"/> The company name and number match the information held on the public Register.	
<input type="checkbox"/> You have included the original deed with this form.	
<input type="checkbox"/> You have entered the date the charge was created.	
<input type="checkbox"/> You have supplied the description of the instrument.	
<input type="checkbox"/> You have given details of the amount secured by the mortgagee or chargee.	
<input type="checkbox"/> You have given details of the mortgagee(s) or person(s) entitled to the charge.	
<input type="checkbox"/> You have entered the short particulars of all the property mortgaged or charged.	
<input type="checkbox"/> You have signed the form.	
<input type="checkbox"/> 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 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	

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Particulars of a mortgage or charge



	Amount secured
	Please give us details of the amount secured by the mortgage or charge.
Amount secured ← ()	<p>All moneys and all obligations and liabilities now or hereafter due, owing or incurred by the Companies to the Secured Parties under the Loan Note Documents whether express or implied, present, future or contingent, joint or several, incurred as principal or surety, originally owing to the Secured Parties or otherwise acquired by the Secured Parties, denominated in whatever currency or incurred on any banking account or in any manner whatsoever ("the Secured Obligations").</p> <p>See definitions below.</p> <p>"A" Loan Note Instrument means the series of deeds of even date with the Charge constituting secured fixed rate A loan notes of an aggregate principal amount of £1,084,365 and any replacement deeds issued in accordance with such deeds.</p> <p>"Additional Subsidiary" means each other Subsidiary (if any) of the Parent which (whether pursuant to the terms of the Loan Note Documents or otherwise) becomes a party to the Charge pursuant to a Supplemental Deed.</p> <p>"B" Loan Note Instrument" means the series of deeds of even date with the Charge constituting secured fixed rate B loan notes of an aggregate principal amount of £1,000,000 and any replacement deeds issued in accordance with such deeds.</p> <p>"Companies" means the Parent or an Obligor.</p> <p>"Loan Notes" means the £1,084,365 secured fixed rate "A" loan notes to be issued by the Parent to the Loan Note Holders pursuant to the "A" Loan Note Instrument and the £1,000,000 secured "B" loan notes to be issued by the Parent to the Loan Note Holders pursuant to the "B" Loan Note Instrument.</p> <p>"Loan Note Documents" means the Loan Notes, the "A" Loan Note Instrument, the "B" Loan Note Instrument and the Charge.</p> <p>"Loan Note Holders" means the holders of the Loan Notes from time to time.</p> <p>"Obligor" means an Original Subsidiary or an Additional Subsidiary and "Obligors" shall be construed accordingly.</p> <p>"Original Subsidiary" means the ITM Communications Limited (Company number 05379449) C/o Kelso Place, 110 St Martin's Lane, London WC2N 4BA, the Company and I2S Group Limited (company number: 04926434) C/o Kelso place, 110 St Martin's Lane, London WC2N 4BA.</p> <p>"Parent" means 3ML Holdings Limited (company number: 06919730)</p> <p>"Secured Parties" means the Loan Note Holders from time to time and the Security Trustee.</p>

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Particulars of a mortgage or charge

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6 Mortgagee(s) or person(s) entitled to the charge	
Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.	
Name	
Address	
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6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged.
Short particulars 01/1/13	<p>1. Covenant to Pay The Company covenants that it will on demand pay to the Secured Parties the Secured Obligations.</p> <p>2. CHARGES</p> <p>2.1 Fixed Charge The Company, with full title guarantee, hereby charges to the Security Trustee as a continuing security for the payment and discharge of the Secured Obligations:</p> <p>2.1.1 by way of first legal mortgage, the property (if any) specified in Schedule 2 of the Charge, together with all liens, charges, options, agreements, rights and interests in or over such property and all buildings and Fixtures thereon and all rights, easements and privileges appurtenant to, or benefitting, the same;</p> <p>2.1.2 by way of first legal mortgage, all freehold and leasehold property wheresoever situate (other than any property specified in Schedule 2 of the Charge and any heritable property in Scotland) now owned by the Company or in which the Company has an interest, together with all liens, charges, options, agreements, rights and interests in or over such property or the proceeds of sale of such property and all buildings and Fixtures thereon and all rights, easements and privileges appurtenant to, or benefitting, the same;</p> <p>2.1.3 by way of first fixed charge (to the extent not the subject of a legal mortgage by virtue of clause 2.1.1 or 2.1.2 above) all present and future freehold and leasehold property wheresoever situate (other than any heritable property in Scotland) now or from time to time hereafter owned by the Company or in which the Company may have an interest, together with all liens, charges, options, agreements, rights and interests in or over such property or the proceeds of sale of such property and all buildings and Fixtures thereon and all rights, easements and privileges appurtenant to, or benefitting, the same;</p> <p>2.1.4 by way of first fixed charge, the plant, machinery and equipment (if any) specified in Schedule 3 of the Charge and the benefit of all contracts and warranties relating to the same;</p> <p>2.1.5 by way of first fixed charge, all plant, machinery and other equipment (other than any property specified in Schedule 3 of the Charge) now or from time to time hereafter owned by the Company or in which the Company has an interest and the benefit of all contracts and warranties relating to the same;</p> <p>2.1.6 by way of first fixed charge, all stocks, shares, bonds and securities of any kind whatsoever (including warrants and options to acquire or subscribe any of the same) whether marketable or otherwise and all other interests (including but not limited to loan capital) in any person, now or from time to time hereafter owned by the Company or in which the Company has an interest, including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect thereof;</p>

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Particulars of a mortgage or charge



Amount secured	
Please give us details of the amount secured by the mortgage or charge.	
Amount secured	<p>"Subsidiary" means a subsidiary within the meaning of section 1159 of the Companies Act 2006 and a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006.</p> <p>"Supplemental Deed" means a deed supplemental to the Charge executed by a Subsidiary of the Parent in form and substance satisfactory to the Security Trustee by virtue of which that Subsidiary becomes bound by the Charge in the capacity of a Company.</p>

Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

[illegible]

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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>2.1.7 by way of first fixed charge, all book and other debts, revenues and claims, whether actual or contingent, whether arising under contracts or in any other manner whatsoever now or from time to time hereafter owned by the Company or in which the Company has an interest (whether originally owing to the Company or purchased or otherwise acquired by it) and all things in action which may give rise to any debt, revenue or claim, together with the full benefit of any Encumbrances, Collateral Instruments and any other rights relating thereto (whether as creditor or beneficiary) including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and associated rights, but excluding any assets the subject of clauses 2.1.8, 2.1.9 or 2.1.10 below;</p> <p>2.1.8 by way of first fixed charge, the proceeds of collection of all Debts;</p> <p>2.1.9 by way of first fixed charge, all present and future accounts of the Company with any bank, financial institution or other person and all amounts from time to time standing to the credit thereof;</p> <p>2.1.10 by way of first fixed charge, the Insurances and all moneys from time to time payable to the Company under or pursuant to the Insurances including without limitation the right to the refund of any premiums;</p> <p>2.1.11 by way of first fixed charge, the goodwill and uncalled capital of the Company;</p> <p>2.1.12 by way of first fixed charge, the patents, trade marks, service marks and registered designs (if any) and application for any of the foregoing in each case as specified in Schedule 4 of the Charge;</p> <p>2.1.13 by way of first fixed charge, all present and future patents, trade marks, service marks and registered designs including applications therefor (other than any property specified in Schedule 4 of the Charge), now or from time to time hereafter owned by the Company or in which the Company may have an interest;</p> <p>2.1.14 by way of first fixed charge, all patents (including applications for and rights to apply for patents), trade marks and service marks (whether registered or not) and applications for the same, trade names, registered designs, design rights, semi-conductor topography rights, database rights, copyrights, know-how and trade secrets and all other intellectual or intangible property or rights and all licences, agreements and ancillary and connected rights relating to, intellectual and intangible property, in each case now or from time to time hereafter owned by the Company including any renewals, revivals or extensions thereof and wherever in the world subsisting, excluding the property specified in clauses 2.1.12 and 2.1.13 above.</p> <p>2.2 Floating Charge</p> <p>The Company, with full title guarantee, hereby charges to the Security Trustee by way of first floating charge as a continuing security for the payment and discharge of the Secured Obligations its undertaking and all its property, assets and rights whatsoever and wheresoever both present and future, other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge pursuant to clause 2.1 above or otherwise pursuant to the Charge but including (without limitation and whether or not so effectively charged) any of its property and assets situated in Scotland and/or governed by Scots law.</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		

MG01 - continuation page

Particulars of a mortgage or charge

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Mortgagee(s) or person(s) entitled to the charge	
Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.	
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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>2.3 Restrictions on dealing with Charged Assets</p> <p>The Company hereby covenants that it will not without the prior written consent of the Security Trustee:</p> <p>2.3.1 dispose of the Charged Assets or any part thereof or attempt or agree so to do except in the case of (i) Floating Charge Assets which may, subject to the other provisions of the Charge, be disposed of in the ordinary course of business and (ii) disposals expressly permitted by the terms of the Loan Note Documents; or</p> <p>2.3.2 create or attempt to create or permit to subsist in favour of any person other than the Security Trustee any Encumbrance (other than the Permitted Security) on or affecting the Charged Assets or any part thereof except a lien arising by operation of law in the ordinary course of trading over property other than land; or</p> <p>2.3.3 without limiting the generality of clauses 2.3.1 and 2.3.2 above, dispose of, or create or attempt to create or permit to subsist or arise any Encumbrance on or over, the Debts or any part thereof or release, set off or compound or deal with the same otherwise than in accordance with the following:</p> <p>The Parent hereby undertakes with the Security Trustee that during the continuance of this security it will collect in the ordinary course of its business as agent for the Security Trustee in a proper and efficient manner and pay into its account with the Security Trustee or such other account as the Security Trustee may from time to time specify all moneys which it may receive in respect of the Debts forthwith on receipt, the Parent acknowledges that it may not, without the prior written consent of the Security Trustee, withdraw any such moneys from such account or compromise, compound, vary, discharge, postpone or release any of the Debts or waive its right of action in connection therewith or do or omit to do anything which may delay or prejudice the full recovery thereof, other than granting extensions to normal trade credit in accordance with its reasonable and prudent management of its debtors on a normal commercial basis and it shall if called upon to do so by the Security Trustee, execute a legal assignment of all or any of the Debts to the Security Trustee;</p>	

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

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Particulars of a mortgage or charge

Oyez

Mortgagee(s) or person(s) entitled to the charge	
Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.	
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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>See definitions below.</p> <p>"Collateral Instruments" means notes, bills of exchange, certificates of deposit and other negotiable and non-negotiable instruments, guarantees and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any liabilities of any person and includes any document or instrument creating or evidencing an Encumbrance.</p> <p>"Charged Assets" means, in relation to the Company, all assets of the Company described in clauses 2.1 and 2.2 above.</p> <p>"Debts" means, in relation to the Company, the assets of the Company described in clause 2.1.7 above.</p> <p>"Encumbrance" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment by way of security or other security interest of any kind.</p> <p>"Enforcement Event" means the occurrence of an Event of Default.</p> <p>"Event of Default" means any of the events or circumstances set out in clause 8.1 of the Charge.</p> <p>"Fixtures" means, in relation to a property, all fixtures and fittings (including trade fixtures and fittings), fixed plant and machinery and other items attached to that property, whether or not constituting a fixture at law.</p> <p>"Floating Charge Assets" means, in relation to the Company, the assets of the Company from time to time charged by the Charge by way of floating charge.</p> <p>"Insurances" means, in relation to the Company, all present and future contracts or policies of insurance (including life assurance policies) taken out by the Company or in which the Company from time to time has an interest.</p> <p>"Permitted Security" means the debenture between The Royal Bank of Scotland plc and I2S Group Limited (Company Number 04926434) dated 8 January 2004, a debenture between The Royal Bank of Scotland plc and the Company dated 8 January 2004, a fixed and floating charge between The Royal Bank of Scotland Commercial Services Limited and the Company dated 14 April 2005 and a fixed and floating charge between The Royal Bank of Scotland Commercial Services Limited and ITM Communications Limited (Company Number 05379449) dated 7 July 2005.</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4939463
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A GUARANTEE & DEBENTURE
DATED 13 NOVEMBER 2009 AND CREATED BY MASSA
SOLUTIONS LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANIES TO THE SECURED
PARTIES 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
1 DECEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 DECEMBER
2009



Companies House
— for the record —

PRO



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES