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COMPANIES FORM No. 395

Particulars of a mortgage or charge

133117/1169

395

CHFP025

Please do not
write in
this margin

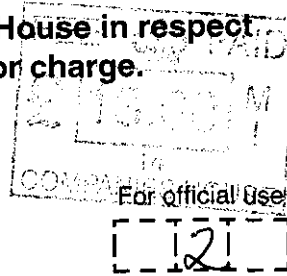
Please complete
legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

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

Pursuant to section 395 of the Companies Act 1985

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



Company number

05405982

Name of company

* SYMPHONY TELECOM HOLDINGS LIMITED (the "Company")

Date of creation of the charge

1 October 2006

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

GUARANTEE AND DEBENTURE (the "Deed")

Amount secured by the mortgage or charge

Any obligation for the payment or repayment by the Company to the Bank of money in any currency, whether present or future, actual or contingent, joint or several, whether incurred as principal or surety or in any way whatsoever, including any liability (secured or unsecured) of the Company to a third party which subsequently becomes payable to the Bank by assignment or otherwise and including principal, interest, commission, fees and other charges ("Indebtedness").

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

BARCLAYS BANK PLC (the "Bank") of One Churchill Place, London.

Postcode E14 5HP

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

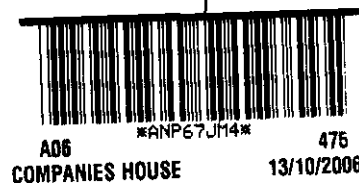
DLA Piper UK LLP
3 Noble Street
London
EC2V 7EE
Contact: Denise Phillips
86677.120658.11403792

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room



1. THE CHARGES YOU CREATE

- 1.1 By executing this deed the Company charged to the Bank with full title guarantee with the payment or discharge of all Indebtedness:
- 1.1.1 by way of legal mortgage, all freehold and leasehold Land in England and Wales as at 1 October 2006 vested in the Company and not registered at H.M. Land Registry;
- 1.1.2 by way of fixed charge:
- 1.1.2.1 all freehold and leasehold Land in England and Wales as at 1 October 2006 vested in the Company and registered at H.M. Land Registry;
- 1.1.2.2 all other Land which as at 1 October 2006, or in the future becomes, your property;
- 1.1.2.3 all plant and machinery as at 1 October 2006 or in the future attached to any Land;

Continued on Addendum 4/4

Particulars as to commission allowance or discount (note 3)

N/A

Signed DLA Piper UK LLP

Date 12/10/06

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

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

† 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.
- 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

* SYMPHONY TELECOM HOLDINGS LIMITED (the "Company")

Addendum 1/4

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

Addendum 2/4

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

NOTE

In this form:

'Assets' means, in relation to the Company, all the Company's undertaking, property, assets, rights and revenues, whatever and wherever in the world, present and future, and includes each or any of them;

'Floating Charge Assets' means, in relation to the Company, those of your Assets that are for the time being comprised in the floating charge created by clause 3.1.3 of the Deed, but only insofar as concerns that floating charge;

'Intellectual Property' means all patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) and in each case, any extensions and renewals of, and any applications for, these rights;

'Intellectual Property Rights' means all and any of your Intellectual Property and all other intellectual property rights and other rights, causes of action, interests and assets comprised in clause 3.1.2(h) of the Deed;

'Land' includes freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures);

'Securities' means, in relation to the Company, all stocks, shares, debentures, debenture stock, loan stock, bonds and securities issued by any company or person (other than that one of the Company) and all other investments as listed in Part II of Schedule 2 to the Financial Services and Markets Act 2000:

· which as at 1 October 2006 or in the future represent a holding in a subsidiary undertaking (as defined in section 258 of the Companies Act 1985) or an undertaking which would be a subsidiary undertaking if in sub-section (2)(a) of that section "30 per cent or more" were substituted for "a majority"; or

· the certificates for which are as at 1 October 2006 or in the future deposited by the Company with the Bank or which, if uncertificated, are held in an escrow or other account in our favour or held in our name or that of our nominee or to the Bank's order;

including in each case all rights and benefits arising and all money payable in respect of any of them, whether by way of conversion, redemption, bonus, option, dividend, interest or otherwise.

Addendum 3/4

3. Names, addresses and description of the mortgages or persons entitled to the charge (continued)

Name of company

*insert full name
of Company

* SYMPHONY TELECOM HOLDINGS LIMITED (the "Company")

Addendum 4/4

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

1.1.2.4 all rental and other income and all debts and claims which are due or owing to the Company as at 1 October 2006 or in the future under or in connection with any lease, agreement or licence relating to Land;

1.1.2.5 all the Company's Securities;

1.1.2.6 all insurance and assurance contracts and policies as at 1 October 2006 or in the future held by or otherwise benefiting the Company;

(a) which relate to Assets themselves subject to a fixed charge in the Bank's favour; or

(b) which as at 1 October 2006 or in the future deposited by the Company with the Bank;

together with all the Company's rights and interests in these contracts and policies (including the benefit of all claims arising and all money payable under them);

1.1.2.7 all the Company's goodwill and uncalled share capital for the time being;

1.1.2.8

(a) all your Intellectual Property, present and future, including any Intellectual Property to which the Company is not absolutely entitled or to which the Company are entitled together with others;

(b) the benefit of all agreements and licences as at 1 October 2006 or in the future entered into or enjoyed by the Company relating to the use or exploitation of any Intellectual Property in any part of the world;

(c) all trade secrets, confidential information and knowhow owned or enjoyed by the Company as at 1 October 2006 or in the future in any part of the world;

1.1.2.9

(a) all trade debts as at 1 October 2006 or in the future owing to the Company;

(b) all other debts as at 1 October 2006 or in the future owing to the Company save for those arising on fluctuating accounts with associates (as defined in section 52(3) of the Companies Act 1989);

1.1.2.10 the benefit of all instruments, guarantees, charges, pledges and other rights as at 1 October 2006 or in the future available to the Company as security in respect of any Asset itself subject to a fixed charge in the Bank's favour;

1.1.3 by way of floating charge:

1.1.3.1 all your Assets which are not effectively charged by the fixed charges detailed above; and

1.1.3.2 without exception all your Assets insofar as they are situated for the time being in Scotland;

but in each case so that the Company shall not without our prior written consent:

(a) create any mortgage or any fixed or floating charge or other security over any of the Floating Charge Assets (whether having priority over, or ranking pari passu with or subject to, this floating charge);

(b) take any other step referred to in clause 5.1 of the Deed with respect to any of the Floating

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Charge Assets;

- (c) sell, transfer, part with or dispose of any of the Floating Charge Assets except by way of sale in the ordinary course of business.

1.2 The Bank may at any time crystallise any floating charge created in clause 3.1.3 of the Deed into a fixed charge, or subsequently reconvert it into a floating charge, by notice in writing given at any time by the Bank to the relevant chargor in relation to any or all Floating Charge Assets, as the Bank specifies in the notice.

1.3 Subject to the rights of any prior mortgagee, the Company must:

1.3.1 deposit with the Bank for our retention all title deeds and documents relating to all Assets charged by way of fixed charge under clause 3.1 of the Deed, including insurance and assurance policies;

1.3.2 execute and deliver to the Bank any documents and transfers the Bank requires at any time to constitute or perfect an equitable or legal charge or a pledge (at the Bank's option) over Securities including uncertificated Securities within any clearing, transfer, settlement and/or depositary system, and give any instructions and take any actions the Bank may require to achieve this.

1.4 Unless and until this deed becomes enforceable or the Bank directs otherwise:

1.4.1 the Company may continue to exercise all voting and other rights attaching to Securities as long as the Company remain their registered owner;

1.4.2 if Securities are registered in the Bank's nominee's name, all voting and other rights attached to them will be exercised by the nominee in accordance with the instructions that the relevant chargor issues from time to time. In the absence of instructions, the nominee will refrain from exercising any of these rights.

1.5 Any mortgage, fixed charge or other fixed security which the Company creates in the Bank's favour will have priority over the floating charge created by clause 3.1.3 of the Deed unless we state otherwise on or after its creation.

1.6 Any debentures, mortgages or charges (fixed or floating) which the Company creates in the future (except those in the Bank's favour) shall be expressed to be subject to this deed and shall rank in order of priority behind the charges created by this deed.

2. NEGATIVE PLEDGE AND OTHER RESTRICTIONS

The Company may not, except with our prior written consent:

2.1 create or attempt to create any fixed or floating security of any kind or any trust over any of the Company's Assets, or permit any lien (other than a lien arising by operation of law in the ordinary course of your business) to arise or subsist over any of the Company's Assets;

or 2.2 sell, assign, lease, license or sub-license, or grant any interest in, the Company's Intellectual Property Rights, or purport to do so, part with possession or ownership of them, or allow any third party access to them or the right to use any copy of them.

3. FURTHER ASSURANCE

The Company must on our demand in writing execute and deliver to the Bank at the Company's cost any document that the Bank may require further to secure the payment of the Indebtedness, or to create, enhance or perfect any fixed security over any of the Assets, or to give full effect to this deed, or to vest title to any of the Assets in the Bank or the Bank's nominee or any purchaser.

Company number

05405982

Name of company

*insert full name
of Company

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FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05405982

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT
GUARANTEE & DEBENTURE DATED THE 1st OCTOBER 2006 AND CREATED BY
SYMPHONY TELECOM HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO BARCLAYS BANK PLC ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE
COMPANIES ACT 1985 ON THE 13th OCTOBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18th OCTOBER 2006.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

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