

MR01

Particulars of a charge

004304/13.



A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where the
instrument Use form MR01

For further information, please
refer to our guidance at

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge.
If delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery



You must enclose a certified copy of the instrument with this form. This must be
scanned and placed on the public record



RCS 20/06/2015 #5
COMPANIES HOUSE

SATURDAY

1 Company details

Company number 05604544

Company name in full ARIA NETWORKS LIMITED

12 For official use

→ Filing in this form
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 19/06/2015

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name SERAPHIM CAPITAL LP (LP011423)

Name JANE ELISABETH BRAITHWAITE

Name ANTHONY MACDONALD BARKER

Name CHRISTOPHER ERNEST QUINN

If there are more than four names, please supply any four of these names then
tick the statement below

☒ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page
Please use a continuation page if you need to enter more details

Description

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ **Yes**

☐ **No**

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ **Yes** Continue

☐ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ **Yes**

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ **Yes**

☐ **No**

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Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X *K Mayford* X
SOLICITOR FOR THE CHARGOR

This form must be signed by a person with an interest in the charge

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Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name JENNIFER NOBLE

Company name MBM COMMERCIAL LLP

Address 5TH FLOOR

125 PRINCES STREET

Post town EDINBURGH

County/Region

Postcode E H 2 4 A D

Country

DX ED 403

Telephone 0131 226 8210



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:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



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 filed on paper.

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,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5604544

Charge code: 0560 4544 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th June 2015 and created by ARIA NETWORKS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th June 2015

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Given at Companies House, Cardiff on 29th June 2015



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

WARNING: Signing this document will make you legally bound by its terms.
You should take independent legal advice before signing

DATED: 19 JUNE 2015

ARIA NETWORKS LIMITED (1)

and

SERAPHIM CAPITAL LP (2)

(as security trustee and agent)

DEBENTURE AND FIXED CHARGE
to secure all sums due

At Edinburgh

Certified a true copy of the original

Date **19 JUN 2015**

Signed  **Nodde**

THIS DEBENTURE is made on 19 JUNE

2015

BETWEEN:

- (1) **ARIA NETWORKS LIMITED**, a company incorporated and registered in England and Wales with company number 05604544 whose registered office is at Office One, Avonbridge House, Bath Road, Chippenham, Wiltshire SN15 2BB (the "**Company**"), and
- (2) **SERAPHIM CAPITAL LP**, a limited partnership formed under the Limited Partnership Act 1907 with registered number LP011423 and having its principal place of business at 2nd Floor, Berkeley Square House, Berkeley Square, Mayfair, London, W1J 6BD (as security trustee and agent for itself and the Other Security Holders) (the "**Security Agent**")

1 INTERPRETATION

In this Debenture

- 1 1 (a) the following expressions shall unless the context otherwise requires have the following meanings

"2012 Loan Note Instrument"	the Loan Note Instrument executed by the Company on 21 September 2012 as extended and supplemented from time to time,
"the Act"	means the Law of Property Act 1925,
"the Debts"	means the assets described in clauses 3 1 (b) and (c),
"the Other Security Holders"	means the parties set out in the Schedule to this Debenture,
"the Principal Securities"	the rights and securities described in clauses 3 1 (d)(i) to (iii) inclusive,
"Receiver"	a receiver or receivers of whatsoever nature appointed by the Security Agent under or pursuant to clause 6 1 or the Security Agent's statutory powers and include more than one receiver,
"Schedule"	means the schedule attached to and forming part of this Debenture,
"the Secured Debt"	means all sums due or to become due from the Company to the Security Agent or any of the Other Security Holders pursuant to the 2012 Loan Note Instrument, including any loan notes issued after the date of this Debenture following any amendment or extension of the 2012 Loan Note Instrument

and the Redemption Premium referred to in the 2012 Loan Note Instrument,

"the Securities"

the Principal Securities together with the securities described to in clause 3 1(d)(iv), and

"Security Holders' Consent"

means consent in writing (or by fax or email sent to the Company) of (i) the Other Security Holders and (ii) the Security Agent, who are due at least 50% in aggregate value of all sums due by the Company to Security Agent and the Other Security Holders,

- (b) the clause or paragraph headings are inserted for ease of reference only and shall not affect the construction,
- (c) "**Company**" or "**Security Agent**" or any other person is deemed to include a reference to that person's or party's successors in title, permitted assignees and transferees,
- (d) any document or agreement is deemed to include a reference to that document or agreement as amended, novated, supplemented, extended or restated from time to time,
- (e) references to individuals shall include corporations and vice versa, the masculine gender shall include the feminine and neuter genders and vice versa, and the singular shall include the plural and vice versa, and
- (f) any reference to statutes or regulations include references to any amendments, modifications, extension, consolidation, replacement or re-enactment of the same, whether before or after the date of this deed

2. COVENANT TO PAY

- 2 1 The Company will pay to the Security Agent on demand all money and liabilities whether certain or contingent which now are or at any time hereafter may be due owing or incurred by the Company to the Security Agent and/or the Other Security Holders in respect of the Secured Debt and any legal and other costs charges and expenses incurred by the Security Agent in relation to this Debenture or in enforcing the security hereby created on a full and unqualified indemnity basis and secured under this Debenture
- 2 2 If the Company shall fail to pay any amount under this Debenture when it is due then such amount shall bear interest (after as well as before judgement and payable on demand) at the rate of 8% per annum above the base rate of the Bank of England (as that rate fluctuates from time to time) from the due date until the date such amount is paid in full to the Security Agent

3 CHARGE

3 1 The Company with full title guarantee hereby charges with the payment of all money and liabilities and other sums hereby agreed to be paid or intended to be hereby secured (including any expenses and charges arising out of or in connection with the acts or matters referred to in clause 6 hereof) and so that the charge hereby created shall be a continuing security

(a) the freehold and leasehold property (if any) of the Company both present and future including (without prejudice to the generality of the foregoing) the properties (if any) of the Company and all buildings and fixtures (including trade fixtures) fixed plant and machinery from time to time on any such property and for this purpose plant and machinery shall be deemed to be fixed

(i) if it rests upon any such property and cannot be lifted and removed therefrom without the use of lifting equipment, or

(ii) if it is annexed by any means to any such property and notwithstanding that

(A) it may be removed therefrom without occasioning any material damage thereto,

(B) it would as between a landlord and his tenant constitute a tenant's or trade fixture which (subject to any express term of the tenancy to the contrary) such tenant would be entitled to remove on the termination of the tenancy,

(C) it would as between a vendor and purchaser be a chattel which (subject to any express provision of the contract between them to the contrary) the vendor would be entitled to remove prior to completion,

(D) it was annexed thereto by the Company for the purpose of its enjoyment as a chattel, or

(iii) if it has at any time been treated as fixed plant and machinery in any balance sheet of the Company,

(b) all book debts both present and future due to or owing to the Company and the benefit of all rights relating thereto and of enforcing payment of the same including (without prejudice to the generality of the foregoing) negotiable instruments legal and equitable charges, reservation of proprietary rights, rights of tracing and unpaid vendors liens and similar and associated rights,

(c) (i) all other monetary debts and claims both present and future including choses in action which give rise or may give rise to a debt or debts due or owing to the Company and the benefit of all rights relating thereto and of enforcing payment of the same including (without prejudice to the generality of the foregoing) such rights as are described in clause 3 1(b),

(ii) all present and future bank accounts, cash at bank and credit balances of the Company with any bank or other person whatsoever

and all rights relating or attaching to them (including the right to interest),

- (iii) all proceeds of each policy of insurance (present and future) issued in respect of the charged assets under this deed
- (d)
 - (i) all stocks shares and other interests including (without prejudice to the generality of the foregoing) loan capital indebtedness or liabilities on any account or in any manner owing to the Company both present and future of the Company and in from any company which now is or may hereafter become a subsidiary (as defined in Section 1159 of the Companies Act 2006 (as varied from time to time)) of the Company, and
 - (ii) the full benefit of all stocks shares and securities (in which the Company has any beneficial interest) which or the certificates of which are now or may at any time hereafter be lodged with the Security Agent or held by the Security Agent and/or the Other Security Holders or transferred to or registered in the name of the Security Agent and/or the Other Security Holders or its respective nominees, and
 - (iii) all rights in respect of or incidental to the securities described at 3 1(d)(i) and (ii) above, and
 - (iv) all stocks shares rights moneys or property accruing or offered at any time by way of conversion redemption bonus preference option or otherwise or to in respect of any of the Principal Securities including all dividends interests and other income payable in connection therewith,
- (e)
 - (i) all the Company's uncalled capital and goodwill (present and future),
 - (ii) all patents, patent applications, trademarks and service marks, (whether registered or not) trade mark applications, service mark applications, trade names, registered designs, design rights, design right applications, utility models, copyrights, computer programs, moral rights, inventions, confidential information, know-how, trade secrets and rights of like nature arising or subsisting anywhere in the world and all other industrial or intangible property or rights and all licences, agreements and ancillary and connected rights relating to, intellectual and intangible property (present and future) (collectively, the "Intellectual Property"),
 - (iii) all licences, consents and other authorisations held or utilised by the Company (present and future) in connection with its business or the use of any of its assets,
- (f) all of its rights and benefits under any distributorship or agreement for the licensing of Intellectual Property or similar agreements entered into by it, any letters of credit issued in its favour and all bills of exchange and other negotiable instrument held by it,
- (g) the undertaking and all property and assets of the Company both present and future including the assets described in clauses 3 1 (a), (b), (c), (d), (e) and (f) (if and in so far as either the charges thereon or on any part or parts thereof herein contained may for any reason be ineffective as fixed

charges or such assets or any part of parts thereof may be released from such fixed charges either in writing by the Security Agent or pursuant to the provisions of clause 9 1(d)(i)),

The charges hereby created shall as regards the assets described in clauses 3 1(a) to 3 1(f) inclusive be fixed charges (and as regards all those parts of the premises described in clause 3 1(a) now vested in the Company shall constitute a charge by way of legal mortgage thereon) and as to the assets described in clause 3 1(g) shall be a floating charge

- 3 3 The Company shall not without the consent in writing of the Security Agent
- (a) create or allow to subsist any specific or other mortgage debenture or other fixed security or charge or any lien (save a lien arising in operation of law in the ordinary course of business) upon the assets hereby charged or any part thereof ranking either in priority to or pari passu with any charge hereby created,
 - (b) transfer sell or otherwise dispose of the whole or any material part of its undertaking property or assets except by way of sale at full value in the usual course of trading as transacted at the date hereof
- 3 4 (a) The Security Agent may at any time by notice in writing to the Company convert the floating charge described in clause 3 1(g) into a fixed charge as regards such charged property as the Security Agent may specify in such notice
- (ii) The floating charge created by this deed will be converted to a fixed charge immediately if any subsequent floating charge is converted to a fixed charge
- 3 5 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (as inserted by section 248 of, and Schedule 16 to, the Enterprise Act 2002) applies to the floating charge created by this Debenture

4 DEPOSIT OF DEEDS

- 4 1 The Company shall deposit with the Security Agent, and the Security Agent during the continuance of this security shall be entitled to hold and retain (unless and so long as they are held by a prior mortgagee under a charge subsisting at the date hereof)
- (a) all deeds and documents of title relating to the Company's freehold and leasehold and heritable property for the time being, and
 - (b) all stock and share certificates and documents of title relating to the Securities, and
 - (c) all such deeds and documents of title relating to the Debts as the Security Agent may from time to time specify (including without limitation, such duly executed instruments of transfer as the Security Agent may require to perfect the title of the Security Agent or its nominee and/or the Other Security Holders to the Securities and/or to enable the Security Agent to vest the Securities in any purchaser upon exercise of the Security Agent's power of sale

- 4 2 The Security Agent shall be entitled to provide for the safe custody by third parties of all stock and share certificates and documents of title deposited with the Security Agent or its nominees at the expense of the Company and shall not be responsible for any loss or damage to those certificates and documents

5 EXERCISE OF POWER OF SALE

At any time after the Security Agent has demanded payment of any money or liabilities or other sums hereby secured the Security Agent may exercise in respect of any of the assets hereby charged the power of sale conferred upon mortgagees by Section 101 of the Act without the restriction imposed by Section 103 thereof and the statutory powers of leasing conferred on the Security Agent shall be extended so as to authorise the Security Agent to lease and make arrangements for leases at a premium or otherwise and accept surrenders of leases and grant options as the Security Agent shall think expedient and without the need to observe any of the provisions of Sections 99 and 100 of the Act Each of the Security Agent and the Receiver may exercise its respective statutory powers of sale in respect of the whole or any part of the property referred to in this clause 5 1

6 RECEIVER

- 6 1 At any time after the Security Agent has demanded payment of any money or liabilities or other sums hereby secured or upon being requested by the Company in writing so to do the Security Agent may by writing under the hand of any director of the Security Agent appoint any person or persons to be Receiver of the assets hereby charged or any part thereof and remove any Receiver so appointed and appoint another or others in his place and a Receiver so appointed shall have power in the name or on behalf and at the cost of the Company or at his option (but only with the specific approval in writing of the Security Agent) in the name of the Security Agent or at his option in his own name(s) (and in any case notwithstanding any liquidation of the Company) to do or omit to do anything which the Company could do or omit to do in relation to the assets hereby charged or any part thereof and in particular (but without prejudice to the generality of the foregoing) any such Receiver may
- (a) take possession of collect and get in any of the assets hereby charged and for that purpose take any proceedings in the name of the Company or otherwise as may be expedient,
 - (b) carry on manage or concur in carrying on and managing the business of the Company or any part thereof and for any of those purposes raise or borrow any money (including money for the completion with or without modification of any building in the course of construction and any development or project in which the Company is engaged) from or incur any other liability with the Security Agent or any other person and on such terms as to interest or otherwise and with or without security as the Receiver may think fit and so that any such security may be or include a charge on the whole or any part of the assets hereby charged ranking wholly or in part in priority to or pari passu with the charges hereby created if the Receiver with the written consent of the Security Agent so decides,

- (c) forthwith and without the restriction imposed by Section 103 of the Act sell or concur in selling (but where necessary with the leave of the Court) and without the need to observe any of the provisions of Sections 99 and 100 of the Act let or concur in letting and surrender or concur in surrendering and accept surrenders of leases or tenancies of all or any of the assets hereby charged and carry any such sale letting or surrender into effect by conveying leasing letting surrendering or accepting a surrender in the name and on behalf of the Company and so that covenants and contractual obligations may be entered into in the name of and so as to bind the Company so far as the Receiver may consider it necessary appropriate or expedient for the exercise of the powers conferred by this Debenture so to do Any such sale or lease may be for cash debentures or other obligations shares stock or other valuable consideration and may be payable in a lump sum or by instalments spread over such period as the Receiver may think fit and so that any consideration received or receivable shall ipso facto forthwith be and become subject to a first fixed charge for the payment of all money and liabilities and other sums secured hereby as if such consideration was one of the Debts Plant machinery and other fixtures may be severed and sold separately from the property containing them without the consent of the Company being obtained thereto,
- (d) promote the formation of a subsidiary or subsidiaries of the Company with a view to such subsidiary or subsidiaries purchasing leasing taking a licence or licences in respect of or otherwise acquiring interests in all or any of the assets of the Company,
- (e) arrange for such subsidiary or subsidiaries to trade or cease to trade as the Receiver may think fit from time to time,
- (f) arrange for such purchase, lease, licence or acquisition of all or any of the assets of the Company by any such subsidiary or subsidiaries on a basis whereby the consideration may be for cash, shares, debentures, loan notes, convertible loan notes or other securities shares of profits or sums calculated by reference to profits or turnover or royalties or licence fees or otherwise howsoever and whether or not secured on the assets of the subsidiary or subsidiaries and whether or not such consideration is payable or receivable in a lump sum or at any one time or a number of times or by instalments spread over such period as the Receiver may think fit and so that any consideration received or receivable shall ipso facto forthwith be and become subject to a first fixed charge for the payment of all moneys and liabilities and other sums hereby secured as if such considerations was one of the Debts,
- (g) make any arrangement or compromise which he may think expedient,
- (h) make and effect all repairs renewals and any improvements of the Company's plant machinery and effects and maintain or renew all insurances,
- (i) appoint managers, officers, servants and workmen for any of the aforesaid purposes at such salaries and for such periods as he may determine, and
- (j) do all such other acts and things as may be considered by such Receiver to be incidental or conducive to any of the matters or powers aforesaid or

expedient for or incidental or conducive to the realisation of the Security Agent's security

- 6 2 All money received by such Receiver shall be applied (a) firstly, in payment of his remuneration and the costs of realisation including all costs and expenses of or incidental to any exercise of any power hereby conferred, (b) secondly, in providing for the matters specified in the first three paragraphs of Section 109(8) of the Act, (c) thirdly, in or towards the payment of any debts or other imposts which are by statute made payable in preference to the moneys and liabilities hereby secured to the extent to which such debts or imposts are made so payable, and (d) fourthly, (when so required) in or towards satisfaction of the money and liabilities and other sums hereby secured and all the foregoing provisions shall take effect as and by way of variation and extension of the provisions of Sections 99 to 109 inclusive of the Act which provisions as so varied and extended shall be regarded as incorporated therein
- 6 3 Any Receiver so appointed shall at all times and for all purposes be deemed to be the Security Agent of the Company and the Company shall be solely responsible for his acts or defaults and for his remuneration and costs
- 6 4 Any such Receiver shall be entitled to remuneration for his services and the services of his firm appropriate to the work and responsibilities involved upon the basis of charging from time to time adopted by the Receiver or his firm and without being limited by the maximum rate specified in Section 109(6) of the Act
- 6 5 Provided that only money actually paid by the Receiver to the Security Agent shall be capable of being applied by the Security Agent in or towards satisfaction of any money or liabilities or other sums hereby secured and so that the Security Agent may in its absolute discretion at all times pending the payment to the Security Agent of the whole of the money and the liabilities and other sums hereby secured place and keep to the credit of a separate or suspense account any money received by the Security Agent by virtue of this Debenture for so long and in such manner as the Security Agent may determine without any obligation to apply the same or any part thereof in or towards the discharge of any money or liabilities or other sums hereby secured

7 RESTRICTION OF POWERS

During the continuance of this security the statutory powers and any other powers of leasing, lettings, entering into agreements for leases or lettings, and accepting or agreeing to accept surrenders of leases shall not in relation to any freehold or leasehold property now or at any time hereafter acquired by or belonging to the Company or any part thereof be exercisable by the Company nor shall the Company part with possession of the same or any part thereof nor confer upon any person firm company or body whatsoever any licence, right or interest to occupy or to share the occupation of the same or any part thereof nor change any licence or permission to assign, underlet, part with possession or occupation of, or to share occupation of the same or any part thereof without in any such case obtaining the consent of the Security Agent signified in writing under the hand of a director of the Security Agent

8 REPRESENTATIONS AND WARRANTIES

The Company represents and warrants to the Security Agent that -

- 8 1 it is not insolvent or in liquidation or administration or subject to any other insolvency procedure and no receiver, manager, trustee, administrator, custodian or analogous officer has been appointed in respect of all or any part of its property, undertaking or assets,
- 8 2 it has the appropriate power to enter into and perform this deed, it has taken all necessary action to authorise the execution, delivery and performance of this deed and its obligations under this deed constitute valid, legal and binding obligations and their performance will not contravene any provision of its memorandum and articles of association (or other constituting documents) or any law or other obligation binding upon it,
- 8 3 no approval, authorisation, consent, licence, permit or registration of or with any government, judicial or other authority or other third party is required or desirable in connection with the execution, performance, validity or enforceability of this deed other than the registration of this deed with the registrar of companies for England and Wales,
- 8 4 it holds (and has at all times complied with in all material respects) all authorisations required to enable it to carry on its business and it is not aware of any event or circumstance which could reasonably be expected adversely to affect its right to hold and/or to obtain renewal of all such authorisations and/or to obtain any new authorisations which will be required in the future to enable the Company to carry on its business,
- 8 5 except as previously disclosed in writing to the Security Agent prior to the date of this deed, there are no encumbrances affecting any of its property, assets or undertaking and the Company has not given any guarantee, indemnity or other assurance against loss in relation to the liability of any person, and
- 8 6 except as previously disclosed in writing to the Security Agent prior to the date of this deed with express reference to this clause 8 6, it has complied with all applicable laws and regulations

9. COMPANY'S OBLIGATIONS

- 9 1 During the continuance of this security the Company shall

(a) furnish to the Security Agent -

- (i) an annual balance sheet and profit and loss account and trading account showing the true position of the Company's affairs in every year certified by an accountant approved by the Security Agent and also from time to time such other information in respect of the assets and liabilities of the Company as the Security Agent may reasonably require, and
- (ii) not later than four weeks after the end of each month management accounts of the Company for that month together with a one page business summary report,

(b) take all such steps and do all such acts (including the prompt payment of any appropriate fees and policing against any infringement of or challenge to the Intellectual Property) to maintain the value, subsistence and validity of the Intellectual Property and where appropriate use its best endeavours

to protect and safeguard the Intellectual Property from and against theft, loss, destruction, unauthorised access, copying or use by third parties and not use or allow to be used or take any step in respect of any of the Intellectual Property in any way which in the opinion of the Security Agent may adversely affect the value thereof,

- (c) keep all buildings and fixtures hereby charged in a good state of repair and all plant and machinery in good working order and condition and insure and keep insured all its tangible assets of every description in an office or offices or with other insurers to be approved by the Security Agent against loss or damage by fire and such other contingencies and risks as may be required by the Security Agent in their full reinstatement value for the time being in the joint names of the Company and the Security Agent or with the interest of the Security Agent endorsed on the policy or policies or noted as the Security Agent may require and will (unless deposited with a prior mortgagee at the date hereof or unless the insurance to which such policy or policies relate and which was approved by the Security Agent was effected by a landlord with the respective interests of the Security Agent and the Company endorsed or noted thereon) deposit with the Security Agent such policies as may be required by the Security Agent and will duly pay all premiums and sums payable for this purpose and produce the receipts therefore to the Security Agent within seven days of their becoming due and payable. If default is at any time made by the Company in keeping its buildings and fixtures and plant and machinery or any part thereof in a good state of repair and in good working order or in effecting or keeping up any such insurance or in producing to the Security Agent any such policy or receipt it shall be lawful for but not obligatory on the Security Agent to repair and maintain the same with power to enter any of the Company's property for that purpose or as the case may require to effect or renew any such insurance as aforesaid as the Security Agent may think fit and any sum or sums so expended by the Security Agent shall be repayable by the Company to the Security Agent on demand together with interest as provided in clause 2 hereof from the date of payment by the Security Agent aforesaid. All money which may at any time be received or receivable under any such insurance or any other insurance covering any of the tangible assets of the Company against such risks as aforesaid shall be held in trust for the Security Agent and (at the Security Agent's option) shall either be paid to the Security Agent or shall be applied in replacing restoring or reinstating the assets destroyed or damaged,

- (d)
- (i) deal with the Debts in accordance with such directions as may be given by the Security Agent in writing from time to time and subject to such directions as may be given from time to time shall enforce payment and realise the Debts in the ordinary course of its business and pay the proceeds of the enforcement and realisation of the Debts

(A) into the Company's current account with its principal bankers (the "Bank"), or

(B) into such other separate account with the Bank as the Security Agent may in writing from time to time specify,

and in either case pay or otherwise deal with such proceeds standing in such account (subject to such rights if any as the Bank may have in

respect thereof) in accordance with any directions given in writing from time to time by the Security Agent, or

- (C) if so requested by the Security Agent and on the application of clause 2 1, to the Security Agent itself

PROVIDED THAT nothing in this sub-clause (d) shall prevent the Company factoring or discounting the Debts in the ordinary course of business (subject to first obtaining the written consent of the Security Agent)

PROVIDED FURTHER THAT where no directions have been given by the Security Agent in respect of the proceeds of the enforcement and realisation of any Debts such proceeds shall on payment into accounts as are specified in clauses 9 1(d)(i)(A) and (B) stand realised from the fixed charge hereby created but shall nonetheless remain subject to the floating charge hereby created **PROVIDED FURTHER** that such release shall be limited to the proceeds of such assets in respect of which no directions have been given by the Security Agent and shall not derogate from the fixed charged in respect of all the other Debts,

- (ii) if so requested by the Security Agent and on the application of clause 2 1, pay to the Security Agent all monies which the Company may receive in respect of the Securities,
- (e) permit the Bank to provide from time to time on request to the Security Agent full statements and particulars of all the Company's accounts with the Bank together with such other information with regard to the assets and liabilities of the Company as may be available to the Bank and the Company hereby irrevocably consents to the Bank's providing such statements and other information to the Security Agent,
- (f) indemnify the Security Agent and as a separate covenant any Receiver appointed by it against all existing and future rents taxes duties charges assessments impositions and outgoings whatever (whether imposed by deed or statute or otherwise and whether in the nature of capital or revenue and even though of a wholly novel character) now or at any time during the continuance of this security payable in respect of the assets hereby charged or any part thereof or by the owner or occupiers thereof If any such sums are paid by the Security Agent or any such Receiver the same shall be repaid by the Company on demand with interest as provided in clause 2 hereof from the time or respective times of the same having been paid or incurred by the Security Agent or such Receiver as the case may be
- (i) observe and perform all the covenants on the part of the lessee, tenant or licensee contained in any lease, agreement for lease, tenancy or licence affecting the Company's real property of which the Company is the lessee, tenant or licensee,
- (iii) comply with all covenants on the part of the lessor or licensor contained in any lease, agreement for lease, tenancy or licence affecting the real property of which the Company is the lessor or

licensor, and

- (iii) not without the prior written consent of the Security Agent grant or accept a surrender of, or vary, any lease or licence of, nor part with or share possession or occupation of, the Company's real property nor reduce any sum payable under them nor enter into any onerous or restrictive obligations affecting such real property or consent to any assignment or underletting of any interest in such real property

10. APPOINTMENT OF ATTORNEY

The Company hereby irrevocably appoints the Security Agent and the persons deriving title under the Security Agent and their substitutes and any Receiver appointed under the foregoing provisions hereof jointly and also severally to be its attorney for it and in its name and on its behalf as its act and deed or otherwise to make any alteration or addition or deletion in or to any documents which the Security Agent may require for perfecting its title or for vesting any of the assets hereby charged in the Security Agent or its nominees or any purchaser and to redeliver the same thereafter and otherwise generally to sign seal and deliver and otherwise perfect any such legal or other mortgage charge security or assignment as aforesaid or (without executing any such mortgage charge security or assignment) any deed assurance document or act which may be required or may be deemed proper by the Receiver (whether in favour of the Security Agent or any other person and whether for the purpose of exercising any power conferred by clause 6 hereof or otherwise) on or in connection with any sale lease disposition realisation or getting in by the Security Agent or by any such Receiver as aforesaid of the said assets or any parts thereof or any other property or assets of the Company under any power applicable thereto or in connection with any other exercise of any power hereunder Without prejudice to the generality of the foregoing the Company hereby covenants with the Security Agent and separately with any such Receiver as aforesaid that if required so to do it will ratify and confirm

- (a) all transactions entered into by any or all of them or by the Company at the instance of any or all of them in the exercise or purported exercise of their respective powers, and
- (b) all transactions entered into by any or all of them in signing sealing delivering and otherwise perfecting any assignment mortgage charge security deed assurance or act as aforesaid and the Company irrevocably acknowledges and agrees that the said power of attorney is (inter alia) given to them to secure the performance of the obligations owed to them by the Company

11 POWER TO OPEN NEW ACCOUNT

If the Security Agent receives notice of any subsequent charge or assignment or other interest affecting the assets hereby charged or any part thereof the Security Agent may open a new account or accounts for the Company, if the Security Agent does not open a new account it shall nevertheless be treated as if it had done so at the time when it received notice and as from that time all payments made by or on behalf of the Company to the Security Agent shall be credited or be treated as having been credited to the new account

and shall not operate to reduce the amount due from the Company to the Security Agent at the time when it received notice

12 NOTICE

Any notice or demand hereunder to or upon the Company shall be deemed to have been properly served upon the Company if the same has been delivered or sent by letter post to the Company at its registered office or at any one of the principal places of business of the Company. A notice or demand sent by first-class letter post shall if the same has been posted before the last scheduled collection of letters from the letter box in which the same is posted on any day be deemed to have been served upon the Company at 11 00am on the next succeeding day (or if the next succeeding day is a Sunday or any other day upon which no delivery of letters is made, at 11 00am on the next day on which there is such a delivery) and in any other case shall be deemed to have been served on the Company upon the expiry of forty-eight hours from the time of posting the same

13 ASSIGNMENT AND UNDERTAKING BY SECURITY AGENT

- 13 1 The expression the "Security Agent" shall include the Security Agent's assigns whether immediate or derivative. Any appointment or removal under clause 6 hereof or consents hereunder may be made or given by writing signed or sealed by any such assigns and the Company hereby irrevocably appoints each of such assigns to be its attorney in the terms of and for the purposes set out in clause 10
- 13 2 The Other Security Holders agree to appoint and the Security Agent agrees to act as security trustee and agent for all the Other Security Holders and to use its reasonable endeavours to ensure that the rights and interests of all the Other Security Holders are fairly and properly represented and protected, and for the avoidance of doubt, the Security Agent shall not be required to obtain the Security Holders' Consent before exercising any of its powers in accordance with this Debenture
- 13 3 The Company may not assign, transfer, novate or dispose of any of its rights and obligations under this Debenture without the prior written consent of the Security Agent

14 OTHER SECURITY

The security hereby created is in addition to any other security or securities which the Security Agent may now or from time to time hold or take from the Company

15 PAYMENTS

- 15 1 All payments made by the Company to the Security Agent will be made without deduction, set-off or counterclaim to the credit of such account as the Security Agent may designate and will be made free and clear of any deduction or withholding on account of any tax (save for such deductions and withholdings as are required by law) or any other matter. If at any time the Company is required by law to make any deduction or withholding from any payment due from the Company to the Security Agent, the Company will

simultaneously pay to the Security Agent whatever additional amount is necessary to ensure that the Security Agent receives and retains a net sum equal to the payment it would have received had no deduction or withholding been made

- 15 2 The Security Agent will be entitled (but not obliged) at any time or times without notice (both before and after demand) to set off any liability of the Company to the Security Agent against any liability of the Security Agent to the Company (whether actual or contingent, present or future) and may for such purpose convert, purchase or exchange any currency and estimate any unascertained obligation
- 15 3 The Company's liability under this deed is to discharge the Company's liabilities in sterling. If at any time the Security Agent receives a payment (including by set-off) referable to any of the Company's liabilities hereunder from any source in a currency other than sterling, then such payment will take effect as a payment to the Security Agent of the amount in sterling which the Security Agent is able to purchase (after deduction of any relevant costs) with the amount of the payment so received
- 15 4 If a payment is made under a court order or in satisfaction of a claim or proof and is treated by clause 15 3 as a payment of an amount which falls short of the relevant liability of the Company expressed in sterling, the Company as a separate and independent obligation will on demand from time to time indemnify the Security Agent against such shortfall and pay interest in accordance with Clause 2 on such shortfall from the date of such payment to the date on which the shortfall is paid
- 15 5 A certificate signed by the Security Agent as to the amount due or owing from the Company will be conclusive evidence against the Company except in the case of manifest error or any question of law

16 NON-MERGER AND INDEPENDENCE

- 16 1 Nothing herein contained shall operate so as to merge or otherwise prejudice or affect any bill, note, guarantee, mortgage or other security or any contractual or other right which the Security Agent may at any time have for any money or liabilities or other sums due owing or incurred by the Company to the Security Agent or any right or remedy of the Security Agent thereunder and any receipt release or discharge of the security provided by or of any liability arising under this Debenture shall not release or discharge the Company from any liability to the Security Agent for the same or any other moneys which may exist independently of this Debenture
- 16 2 Where the security hereby given to the Security Agent initially takes effect as a collateral or further security then notwithstanding any receipt release or discharge endorsed on or given in respect of or under the principal security to which this Debenture operates as a collateral or further security the security hereby provided shall in respect of any money or liabilities or other sums which were originally intended to be secured be an independent security for any such money or liabilities or other sums

17 SEVERABILITY

Each of the provisions in this Debenture shall be severable and distinct from one another and if at any time any one or more of such provisions is or becomes invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby

18 WAIVER

No failure or delay or other relaxation or indulgence on the part of the Security Agent to exercise any power, right or remedy shall operate as a waiver thereof nor shall any single or partial exercise or waiver of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy

19 COUNTERPARTS

This Debenture may be executed in any number of counterparts and by the different parties hereto on separate counterparts each of which when so executed and delivered shall be an original but the counterparts shall together constitute one and the same instrument

20 THIRD PARTIES

Unless expressly provided to the contrary in this Debenture, the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Debenture No person who is not a party to this Debenture (except for the Other Security Holders and their permitted successors and assigns) shall have the right (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any term of this Debenture which expressly or by implication confers a benefit on that person without the express prior agreement in writing of the parties to this Debenture which agreement must refer this clause

21 DELAYS

The Security Agent's rights and powers under this deed are cumulative and not exclusive of its rights under general law and will not be affected or impaired by any delay or omission by the Security Agent in exercising them or any previous exercise of or failure to exercise any such rights or powers

22 VARIATIONS

No variation of the terms of this deed will be valid unless it is in writing signed by the parties hereto

23 LAW AND JURISDICTION

This deed shall be governed by and shall be construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts

SCHEDULE 1**OTHER SECURED PARTIES**

NAME	ADDRESS
MBI MBO Limited	Dane End House, Munden Road, Dane End, Ware, SG12 0LR
Kevin Lomax	Hawling Manor, Hawling, Glos, GL54 5TA
Brown & Jackson Retirement Benefits Scheme	Dane End House, Munden Road, Dane End, Ware, SG12 0LR
Robert Beals Wyeth	20D Uxbridge Road, Kingston upon Thames, Surrey KT1 2LL
Richard Temple	32 Ebury Bridge Road, London SW1W 8PZ
Maurice Sydney Lipworth	115 Hamilton Terrace, St Johns Wood, London, NW8 9QU
Drummond Paris	12 Old Compton Lane, Farnham, Surrey, GU9 8BS
David Rice-Jones	Longacres, Wellingtonia Avenue, Crowthorne, Berkshire RG45 6AF
Slovar Limited	Dane End House, Munden Road, Dane End, Ware, SG12 0LR
Jane Braithwaite	Haughton Castle, Haughton, Hexham, Northumberland, NE46 4AY
Anthony MacDonald-Barker	151 Winton Drive, Croxley Green, Rickmansworth, Hertfordshire, WD3 3QU
Christopher Quinn	Portland House, Bainton Rd, Stamford, Lincolnshire, PE9 4RT
The Natal Trust	2 nd Floor, Belgravia House, 34-44 Circular Road, Douglas, Isle of Man, IM1 1AE
Andrew Dixon	Woodhaven, Woodland Drive, East Horsley, Leatherhead, Surrey, KT24 5AN
Wolrad Claudy	Romerhofstrasse 15, 64823 Groß-Umstadt, Germany
Tom Fison Clarke	1 The Manor, Badgers Holt, Tunbridge Wells, Kent, TN2 3ET
Justin Hill	Santa Anna, Hill Brow, Hampshire, GU33 7NW
Andrew Povey	The Lodge, 29 Littleton Close, Kenilworth, Warwickshire CV8 2WA

This Debenture has been executed and delivered as a Deed the day and year first above written

Executed as a Deed

by **ARIA NETWORKS LIMITED**

acting by

and

Director

Director/Company Secretary

Witness

Full Name

Address



ANNE KELLY

11 ELLWORTHY COURT

FROM

BALL SHIT



Executed as a Deed

by **SERAPHIM CAPITAL LP**

acting by its general partner, Seraphim Capital (General Partner)
LLP

acting by

and


Designated Member

Designated Member