

MG01

Particulars of a mortgage or charge

742475

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**

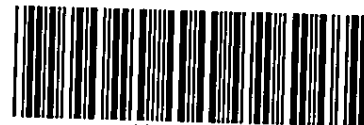
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland



**What this form is NOT for**

You cannot use this form to reg  
particulars of a charge for a Sc  
company To do this, please us  
form MG01s

WEDNESDAY



A05 \*A25J6BKR\*

03/04/2013

#244

COMPANIES HOUSE

1

**Company details**

Company number

0 7 2 9 8 8 3 4

Company name in full

NEW CALL TELECOM LIMITED

("the Borrower")

5

For official use

**→ Filling in this form**

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

2

**Date of creation of charge**

Date of creation

d2 d8 m0 m3 y2 y0 y1 y3

3

**Description**

Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

DEBENTURE ("the Debenture")

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**Amount secured**

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

Amount secured

All present and future monies, obligations and liabilities owed by the Borrower to  
Jerome Booth ("the Lender"), whether actual or contingent and whether owed  
jointly or severally, as principal or surety and/or in any other capacity under or in  
connection with the loan facility agreement dated 28 March 2013 between the  
Borrower and the Lender for the provision of loan facilities secured by this  
debenture ("Facility Agreement"), the Debenture, the deed of priority made  
between Barclays Bank Plc, the Lender and the Borrower on or around the date  
of the Debenture ("Barclays DoP"), the deed of priority made between the  
Lender, Hawk Investment Holdings Limited and the Borrower on 28 March 2013  
(this deed of priority together with the Barclays DoP are "the Intercreditor  
Arrangements"), the value or amount of any security or payment from the  
Borrower pursuant to any release discharge or settlement between the Borrower  
and the Lender which is avoided, reduced or ordered to be refunded pursuant to  
any law relating to insolvency, bankruptcy, winding-up, administration,  
receivership or otherwise, together with all interest (including, without limitation,  
default interest) accruing in respect of such monies or liabilities ("Secured  
Liabilities")

**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

JEROME BOOTH

Address

CASTLE HILL COTTAGE, POUND WALK

SAFFRON WALDEN

Postcode

C B 1 0 2 E J

Name

Address

Postcode

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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

As continuing security for the payment and discharge of the Secured Liabilities, the Borrower (subject to the rights of any prior chargee pursuant to the intercreditor arrangements), with full title guarantee

- 1 charged to the Lender by way of first legal mortgage, all the Properties (as defined in the attached Schedule),
- 2 charged to the Lender by way of first fixed charge
  - a all Properties acquired by the Borrower after the date of the Debenture,
  - b all present and future interests of the Borrower not effectively mortgaged or charged under the Debenture, or over, freehold or leasehold property,
  - c all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties (as defined in the attached Schedule),
  - d all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Borrower's Business or the use of any Charged Property (as defined in the attached Schedule), and all rights in connection with them,
  - e all present and future goodwill and uncalled capital for the time being of the Borrower,
  - f all the Equipment (as defined in the attached Schedule),
  - g all the Intellectual Property (as defined in the attached Schedule),
  - h all the Book Debts (as defined in the attached Schedule),
  - i all the Investments (as defined in the attached Schedule) and
  - j all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person (including each Designated Account (as defined in the attached Schedule))
- 3 assigned to the Lender, by way of first fixed mortgage, all its rights in any policies of insurance or assurance present or future (including, without limitation, any insurances relating to the Properties or the Equipment (both as defined in the attached Schedule)),
- 4 assigned to the Lender, by way of first fixed charge, to the extent the same are assignable, the benefit of the Assigned Agreements (as defined in the attached Schedule) and the benefit of any guarantee or security for the performance of the Assigned Agreements, and

CONTINUED ON PAGE 5

THE ATTACHED SCHEDULE CONTAINS COVENANTS BY & RESTRICTIONS ON THE BORROWER WHICH PROTECT & FURTHER DEFINE THE CHARGES & WHICH MUST BE READ AS PART OF THE CHARGES

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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

- 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

None

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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 870).

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 866). 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).

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Signature

Please sign the form here

Signature

Signature

X Penningtons Solicitors LLP X

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

# MG01

## Particulars of a mortgage or charge



### 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 Helen Drayton

Company name Penningtons Solicitors LLP

Address Clarendon House

Clarendon Road

Post town Cambridge

County/Region Cambs

Postcode C B 2 8 F H

Country

DX 131971 Cambridge 6

Telephone 01223 465417



### 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 the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ 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,  
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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

**CONTINUED FROM PAGE 2**

- 5 charged to the Lender, by way of first floating charge, all the undertaking, property, assets and rights of the Borrower at any time which are not effectively mortgaged, charged or assigned by the fixed charges detailed in paragraphs 1 – 4 (inclusive) above ("Floating Charge")

The charges created as set out above shall not apply to Excluded Property (as defined in the attached Schedule) so long as any relevant consent or waiver of prohibition has not been obtained, but

- i for each Excluded Property (as defined in the attached Schedule), the Borrower undertakes to
  - a apply for the relevant consent or waiver of prohibition or conditions within five business days of the date of the Debenture and to use its best endeavours to obtain that consent or waiver of prohibition as soon as possible,
  - b keep the Lender informed of its progress in obtaining such consent or waiver, and
  - c immediately on receipt of such consent or waiver, provide the Lender with a copy, and
- ii immediately on receipt of the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to the Lender

**Schedule to Form MG01 for Debenture****Definitions**

<b>Assigned Agreements</b>	the agreements which are assigned pursuant to the Debenture.
<b>Book Debts</b>	all present and future book and other debts and monetary claims due or owing to the Borrower and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Borrower in relation to any of them
<b>Charged Property</b>	all the assets, property and undertaking for the time being subject to the security interests created by this debenture (and references to the Charged Property shall include references to any part of it).
<b>Designated Account</b>	any account nominated by the Lender as a designated account for the purposes of this debenture.
<b>Equipment</b>	all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations, apparatus and other tangible moveable property for the time being owned by the Borrower, including any part of it and all spare parts replacements, modifications and additions
<b>Excluded Property</b>	any leasehold property held by the Borrower under a lease which precludes, either absolutely or conditionally (including requiring the consent of any third party), the Borrower from creating any charge over its leasehold interest in that property.
<b>Financial Collateral</b>	shall have the meaning given to that expression in the Financial Collateral Regulations.
<b>Financial Collateral Regulations</b>	the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003/3226).
<b>Insurance Policies</b>	the insurance policies of the Borrower from time to time.
<b>Intellectual Property</b>	the Borrower's present and future patents, trade marks, service marks, trade names, designs, copyrights, inventions, topographical or similar rights confidential information and know-how and any interest in any of these rights, whether or not registered, including all applications and rights to apply for registration and all fees, royalties and other rights derived from, or incidental to, these rights.
<b>Investments</b>	all present and future stocks, shares, loan capital, securities, bonds and investments (whether or not marketable) for the time being owned (at law or in equity) by the Borrower, including all rights accruing or incidental to those investments from time to time.
<b>Permitted Security Interest</b>	any Security Interest that is permitted to subsist or otherwise acknowledged and provided for pursuant to the Intercreditor Arrangements.
<b>Properties</b>	all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or at any time after the date of the Debenture (and from time to time) owned by the Borrower, or in which the Borrower holds an interest and <b>Property</b> means any of them.
<b>Security Interest</b>	any mortgage, charge (whether fixed or floating, legal or equitable), pledge lien, hypothecation, assignment as security, title retention or any other type of arrangement that has a similar effect to any of them.
<b>Security Financial Collateral Arrangement</b>	shall have the meaning given to that expression in the Financial Collateral Regulations.
<b>Security Period</b>	the period starting on the date of this debenture and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding

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**Covenants and Restrictions**  
**General**

**1      Negative Pledge and Disposal Restrictions**

- 1 1      The Borrower shall not, at any time, except with the prior written consent of the Lender
- 1 1 1      create, purport to create or permit to subsist any Security Interest other than Permitted Security Interests on or in relation to the Charged Property other than the Debenture, or
- 1 1 2      sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Charged Property except disposals in the ordinary course of business of assets which are only subject to the Floating Charge at a time when the Floating Charge has not crystallised, or
- 1 1 3      create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party

**2      Preservation of Charged Property**

The Borrower shall not do, or permit to be done, any act or thing which would or might depreciate, jeopardise or otherwise prejudice the security held by the Lender or materially diminish the value of any of the Charged Property or the effectiveness of the security created by the Debenture

**Book Debts, Insurance And Assigned Agreements Covenants**

**1      Preservation of Book Debts**

- 1 1      The Borrower shall not (except as provided by paragraph 2 below or with the prior written consent of the Lender) release, exchange, compound, set-off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Book Debts

**2      Realising Book Debts**

- 2 1      The Borrower shall
- 2 1 1      as an agent for the Lender, collect in and realise all Book Debts, pay the proceeds into a Designated Account immediately on receipt and, pending that payment, hold those proceeds in trust for the Lender,
- 2 1 2      not, without the prior written consent of the Lender, withdraw any amounts standing to the credit of any Designated Account, and
- 2 1 3      if called on so to do by the Lender, execute a legal assignment of the Book Debts to the Lender in such terms as the Lender may require and give notice of that assignment to the debtors from whom the Book Debts are due, owing or incurred

**3      Insurance Covenant**

- 3 1      The Borrower
- 3 1 1      shall (if the Lender so requires) produce to, or deposit with, the Lender all Insurance Policies and the receipts for all premiums and other payments necessary for effecting and keeping up such policies, and
- 3 1 2      has not done or omitted to do, and shall not do or omit to do, any act or thing that may invalidate or otherwise prejudice the Insurance Policies

**4      Insurance Policies' Proceeds**

- 4 1      All sums payable under any of the Insurance Policies at any time (whether or not the security constituted by the Debenture has become enforceable) shall
- 4 1 1      immediately be paid into a Designated Account,
- 4 1 2      if they are not paid directly to the Lender by the insurers, be held by the Borrower as trustee of the same for the benefit of the Lender (and the Borrower shall account for them to the Lender), and
- 4 1 3      at the option of the Lender, be applied in making good or recouping expenditure in respect of the loss or damage for which such monies are received or in or towards discharge or reduction of the Secured Liabilities (but subject to paragraph 10 of Schedule 6 of the Debenture)

**5      Assigned Agreements**

- 5 1      The Borrower shall not, without the prior written consent of the Lender
- 5 1 1      waive any of its rights under any Assigned Agreement, or
- 5 1 2      supplement, amend, novate, terminate or permit termination of any Assigned Agreement

**Property Covenants**

**1      Maintenance and Insurance**

- 1 1      The Borrower shall
- 1 1 1      keep all buildings and all fixtures belonging to the Borrower on each Property in good and substantial repair and condition,
- 1 1 2      insure, and keep insured, those buildings and fixtures with such insurer and against such risks and in such amounts and otherwise on such terms as the Lender may require (and, failing such requirement, in accordance with the practice in respect of items of the same type current amongst prudent businessmen from time to time), and
- 1 1 3      procure (if so requested in writing by the Lender) that the interest of the Lender is noted on all those insurance policies or, at the option of the Lender, that those insurance policies are issued in the joint names of the Lender and the Borrower

**2      Preservation of Property, Fixtures and Equipment**

- 2 1      The Borrower shall not, without the prior written consent of the Lender
- 2 1 1      pull down or remove the whole or any part of any building forming part of any Property, or
- 2 1 2      make any material alterations to any Property or sever or remove any of its fixtures, or
- 2 1 3      remove or make any material alterations to any of the Equipment belonging to, or in use by, the Borrower on any Property (except to effect necessary repairs, or replace it with new or improved models or substitutes), or
- 2 1 4      whenever any Equipment is destroyed, damaged or deteriorates, as soon as reasonably practicable repair, replace and make good the same

PAGE 7 of 7  
**Investment Covenants**

**1     Registration of Investments**

The Borrower shall not during the Security Period exercise any rights under sections 145 and 146 of the Companies Act 2006 to nominate any person in respect of any of the Investments

**2     Additional Registration Obligations**

**2 1   The Borrower shall**

- 2 1 1     procure all consents, waivers, approvals and permissions which are necessary, under the articles of association of any issuer that is not a public company or otherwise, for the transfer of the Investments to the Lender or its nominee, or to a purchaser, on enforcement of this debenture, and
- 2 1 2     procure the amendment of the share transfer provisions of the articles of association of each issuer that is not a public company in such manner as the Lender may require in order to permit such a transfer

**3     Dividends and Voting Rights Post Enforcement**

**3 1   After the security constituted by this debenture has become enforceable**

- 3 1 1     all dividends and other distributions paid in respect of the Investments and received by the Borrower shall be held on trust for the Lender, and immediately paid into a Designated Account or, if received by the Lender, shall be retained by the Lender, and
- 3 1 2     all voting and other rights and powers attaching to the Investments shall be exercised by, or at the direction of the Lender and the Borrower shall, and shall procure that its nominees shall, comply with any directions the Lender may, in its absolute discretion, give concerning the exercise of those rights and powers

**4     Preservation of Investments**

**4 1   The Borrower shall ensure (insofar as it is able, by the exercise of all voting rights, powers of control and other means available to it to do so) that no issuer, that is not a public company shall**

- 4 1 1     consolidate or subdivide any of its Investments, or reduce or re-organise its share capital in any way, or
- 4 1 2     issue any new shares or stock, or
- 4 1 3     refuse to register any transfer of any of its Investments which may be lodged for registration by, or on behalf of, the Lender or the Borrower in accordance with the Debenture

**Equipment Covenants**

**1     Maintenance of Equipment**

The Borrower shall maintain the Equipment in good and serviceable condition (except for expected fair wear and tear)

**2     Equipment Insurance**

**2 1   The Borrower shall**

- 2 1 1     at its own expense, procure that the Equipment is covered, and kept covered, by insurance for full comprehensive insurance cover, which shall include (but not be limited to) fire, theft and accident,
- 2 1 2     if the Lender so requires, procure that the interest of the Lender is noted on all such insurance policies or, at the option of the Lender, that such insurance policies are issued in the joint names of the Lender and the Borrower, and
- 2 1 3     maintain insurance for third party liabilities in such amount, and on such terms, as is usual for users of equipment of the same type as the Equipment

**Intellectual Property Covenants**

**1     Preservation of Rights**

The Borrower shall take all necessary action to safeguard and maintain present and future rights in, or relating to, the Intellectual Property including (without limitation) observing all covenants and stipulations relating to such rights and paying all applicable renewal fees, licence fees and other outgoings



**FILE COPY**

**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 7298834  
CHARGE NO. 5**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 28 MARCH  
2013 AND CREATED BY NEW CALL TELECOM LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO JEROME BOOTH 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 3 APRIL 2013**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 APRIL 2013**

*DX*