

MR01

Particulars of a charge



Companies House



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#51

COMPANIES HOUSE

✓ **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 MR08

THURSDAY

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 will be scanned and placed on the public record. **Do not send the original**

1

Company details

Company number 03900836

Company name in full Interoute Vtesse Limited

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 ✓ d 1 d 4 m 1 m 1 y 2 y 0 y 1 y 6

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 BARCLAYS BANK PLC

✓ AS SECURITY AGENT

Name

Name

Name

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

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

Brief description

N/A

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating 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 company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

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 *Ethan A Watkins* X

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

MRO1

Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name **Chidi Onyeché**

Company name **Latham & Watkins**

Address **99 Bishopsgate**

Post town **London**

County/Region **London**

Postcode **E C 2 M 3 X F**

Country **United Kingdom**

DX **C/M 048012-0038**

Telephone **0207 710 1006**



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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3900836

Charge code: 0390 0836 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th November 2016 and created by INTERROUTE VTESSE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th November 2016

P

Given at Companies House, Cardiff on 23rd November 2016



Companies House



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

14 November 2016

**THE CHARGORS LISTED IN SCHEDULE 1
(as Supplemental Chargors)**

and

BARCLAYS BANK PLC
(as the Security Agent)

SUPPLEMENTAL DEBENTURE OVER ASSETS

**THIS DEBENTURE IS SUPPLEMENTAL TO
THE DEBENTURE (AS DEFINED HEREIN)**

LATHAM & WATKINS

99 Bishopsgate
London EC2M 3XF
United Kingdom
Tel +44 20 7710 1000
www.lw.com

I certify that, save for material redacted pursuant to section 859G of the Companies Act 2006, the enclosed copy of the security instrument, delivered as part of this application for registration under section 859A of the Companies Act 2006, is a correct copy of the original security instrument

Signed 

Date 17/11/2016

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THIS SUPPLEMENTAL DEBENTURE is made on 14 November 2016

BETWEEN

- (1) **THE COMPANIES** listed in Schedule 1 (*The Supplemental Chargors*) (each, a “**Supplemental Chargor**” and together the “**Supplemental Chargors**”); and
- (2) **BARCLAYS BANK PLC**, as security trustee for itself and the other Secured Parties (the “**Security Agent**”)

RECITALS:

- (A) This Deed is supplemental to a debenture dated 15 October 2015 between, amongst others, Interoute Communications Holdings Limited, as an Original Chargor, and the Security Agent, to which certain other chargors acceded pursuant to an accession deed dated 13 January 2016 (the “**Debenture**”)
- (B) This Deed is subject to and has the benefit of the Intercreditor Agreement

IT IS AGREED as follows

1. INTERPRETATION

1.1 Definitions

Unless otherwise defined in this Deed, terms defined in the Debenture as amended and/or supplemented from time to time (including by way of incorporation from the Intercreditor Agreement) shall have the same meaning when used in this Deed with all necessary modifications as if references in those clauses to

- (i) “this Debenture” or “this Deed” and other similar expressions were a reference to this Deed,
- (ii) “the date of this Debenture” were a reference to the date of this Deed,
- (iii) an “assignment” under Clause 3.2 (*Assignment*) of the Debenture was a reference to the charge created by paragraph (d) of Clause 4.2 (*Security Assignment*) of this Deed,
- (iv) “Original Chargor” or “Chargor” was a reference to each Supplemental Chargor under this Deed, and
- (v) “Charged Property” (including references to relevant specific assets within the Charged Property), was a reference to the assets charged under this Deed

In addition the following definitions shall also apply in this Deed

“**ICA Amendment Agreement**” means the amendment agreement relating to the Intercreditor Agreement dated on or about the date hereof and made between, *inter alios*, the Parent and the Security Agent,

“**Intercreditor Agreement**” means the intercreditor agreement dated 15 October 2015 as amended on 4 November 2016 pursuant to the ICA Amendment Agreement and entered into between, amongst others, Interoute Communications Holdings Limited as Parent, Barclays Bank PLC as Security Agent and Original RCF Agent and HSBC Corporate Trustee Company (UK) Limited as Senior Secured Notes Trustee (as amended, restated, supplemented and/or waived from time to time),

“Original Security” means the Security created under the Debenture as supplemented by the Security Accession Deed to the Debenture,

“RCF Agreement” means the facility agreement comprising an up to €75,000,000 revolving credit facility (as may be increased in accordance with the terms thereof) dated on 4 November 2016 hereof and made between, amongst others, Interoute Communications Limited as original borrower, Interoute Communications Holdings Limited as parent, the Obligors, Original RCF Arrangers and the Lenders (each term defined therein) (as amended, restated, supplemented and/or waived from time to time),

“Secured Obligations” means all the Liabilities and all other present and future liabilities and obligations at any time due, owing or incurred by any member of the Group and by each Debtor to any Secured Party (other than any Senior Notes Creditors) under this Agreement and the Primary Finance Documents (other than the Senior Notes Documents), both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity (including the Parallel Debt Obligations) together with any additional liabilities described in paragraph (a) of the definition of “Secured Obligations” in clause 1.1 (Definitions) of the Intercreditor Agreement, and

“Term Loan Facility Agreement” means the loan facility agreement comprising an up to €275,000,000 term loan facility dated on 4 November 2016 and entered into between amongst others, Interoute Finco plc as original borrower, Interoute Communications Holdings Limited as parent, the Original Guarantors (as defined therein), the Original Lenders (as defined therein) and Barclays Bank PLC as Security Agent (as amended, restated, supplemented and/or waived from time to time)

1.2 Construction

The provisions of Clauses 1.2 (*Construction*) to 1.6 (*Intercreditor Agreement*) of the Debenture will be deemed to be set out in full in this Deed, but as if references in those clauses to the ‘Debenture’ and other similar expressions were references to this Deed

2. CONFIRMATION OF EXISTING SECURITY

For the avoidance of doubt, each Supplemental Chargor confirms for the benefit of the Security Agent and the other Secured Parties that with effect from the date of this Deed, the Security created under the Debenture (a) remains in full force and effect, (b) continues to secure the Secured Obligations, and (c) for the avoidance of doubt, extends to liabilities and obligations of the Supplemental Chargors under the RCF Agreement and the Term Loan Facility Agreement

3. COVENANT TO PAY

Each Supplemental Chargor, as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay the Secured Obligations when they fall due for payment

4. CHARGING PROVISIONS

4.1 Specific Security

In addition and without prejudice to the provisions of Clause 2 (*Confirmation of Existing Security*) and without prejudice but subject to the Security created under the Debenture, each Supplemental Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent (with full title guarantee subject to any Security

Interest not prohibited under the terms of the Primary Finance Documents) the following assets, both present and future, from time to time owned by it or in which it has an interest

- (a) by way of legal mortgage ranking junior only to the Original Security all Property now belonging to or vested in it,
- (b) by way of fixed charge ranking junior only to the Original Security
 - (i) all other interests (not effectively charged under paragraph (a) of Clause 4.1 (*Specific Security*)) in any Property and the benefit of all other agreements relating to land,
 - (ii) all of its rights, title and interest in the Intellectual Property,
 - (iii) all of its rights, title and interest in the Equipment,
 - (iv) all the Investments, Shares and all corresponding Related Rights,
 - (v) all Trading Receivables and all rights and claims against third parties and against any security in respect of those Trading Receivables,
 - (vi) all Other Debts and all rights and claims against third parties against any security in respect of those Other Debts,
 - (vii) all monies standing to the credit of the Operating Accounts and any other bank accounts which it may have with any bank, financial institution or other person and all of its rights, title and interest in relation to those accounts,
 - (viii) the benefit of all licences, consents and agreements held by it in connection with the use of any of its assets,
 - (ix) its goodwill and uncalled capital, and
 - (x) if not effectively assigned by Clause 4.2 (*Security Assignment*), all its rights, title and interest in (and claims under) the Insurance Policies and the Assigned Agreements

4.2 Security Assignment

- (a) In addition and without prejudice to the provisions of Clause 2 (Confirmation of Existing Security) and without prejudice but subject to the Security created under the Debenture, on and from the date on which the Assigned Agreements are re-assigned to the Supplemental Chargors under the Debenture, each Supplemental Chargor assigns absolutely (subject to any Security Interest not prohibited under the terms of the Primary Finance Documents) with full title guarantee to the Security Agent all its rights, title and interest, both present and future, from time to time in:

- (i) the Insurance Policies, and
- (ii) the Assigned Agreements,

subject to in each case reassignment by the Security Agent to the relevant Supplemental Chargor of all such rights, title and interest upon payment or discharge in full of the Secured Obligations

- (b) Upon re-assignment of the Assigned Agreements to the Supplemental Chargors, each such Supplemental Chargor shall deliver such required notices under this Supplemental Debenture
- (c) Paragraph (a) above shall not prevent each Supplemental Chargor dealing with the Assigned Agreements in the ordinary course of its business until an Acceleration Event has occurred, provided that such dealing is permitted under the terms of the Primary Finance Documents (excluding, for the avoidance of doubt, paragraph (a) above)
- (d) To the extent that any right of each Supplemental Chargor described in paragraph (a) above is not effectively assigned under paragraph (a) above, subject to Clause 4.4 (*Existing Debenture*) below and the Original Security, the Supplemental Chargor charges by way of a fixed charge ranking junior only to the Original Security such right in favour of the Security Agent

4.3 Floating Charge

- (a) In addition and without prejudice to the provisions of Clause 2 (*Confirmation of Existing Security*) and without prejudice but subject to the Security created under the Debenture, as further continuing security for the payment of the Secured Obligations, each Supplemental Chargor charges with full title guarantee in favour of the Security Agent by way of floating charge ranking junior only to the Original Security, all its present and future assets, undertakings and rights
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this Deed
- (c) The Parties acknowledge that the ranking of the Security created pursuant to Clause 4 (*Charging Provisions*) is subject to any Security Interest not prohibited under the Primary Finance Documents and the Agreed Security Principles

4.4 Existing Debenture

The parties acknowledge that the Security created for the payment of the Secured Obligations, created pursuant to Clauses 4.1 (*Specific Security*) to 4.3 (*Floating Charge*) above, is subject to the Debenture and the Intercreditor Agreement and that the application of proceeds pursuant to this Deed and the Debenture is provided for in the Intercreditor Agreement

5. NEGATIVE PLEDGE

No Supplemental Chargor may

- (a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property,
- (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than in respect of assets charged under Clause 4.3 (*Floating Charge*) on arm's length terms in the ordinary course of trading or permitted to be disposed of pursuant to the Primary Finance Documents) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so, or
- (c) dispose of the equity of redemption in respect of all or any part of the Charged Property,

except with the prior consent of the Security Agent or unless not prohibited by the Primary Finance Documents

6. INCORPORATION OF TERMS FROM DEBENTURE

- (a) The provisions of Clause 3 4 (*Conversion of Floating Charge*), Clause 3 5 (*Property Restricting Charging*), Clause 4 (*Further Assurance*) and Clause 6 (*Representations and Warranties*) to Clause 25 (*Miscellaneous*) of the Debenture shall be deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed, but as if references in those clauses to
 - (i) “this Debenture” or “this Deed” and other similar expressions were a reference to this Deed,
 - (ii) “the date of this Debenture” were a reference to the date of this Deed,
 - (iii) an “assignment” under Clause 3 2 (*Assignment*) of the Debenture was a reference to the charge created by paragraph (d) of Clause 4 2 (*Security Assignment*) of this Deed,
 - (iv) “Original Chargor” or “Chargor” was a reference to each Supplemental Chargor under this Deed,
 - (v) “Charged Property” (including references to relevant specific assets within the Charged Property), was a reference to the assets charged under this Deed,
 - (vi) “Intercreditor Agreement” was a reference to the Intercreditor Agreement (as defined in this Deed), and
 - (vii) “RCF Agreement” was a reference to the RCF Agreement (as defined in this Deed)
- (b) Each Supplemental Chargor represents and warrants to the Security Agent on the date of this Deed that it is the sole legal and beneficial owner of the Shares identified against its name in Schedule 2 (*Shares in Subsidiaries incorporated in England and Wales*) as at the date of this Deed and all those Shares are fully paid

7. THE DEBENTURE

The Debenture shall remain in full force and effect as supplemented by this Deed

8. DESIGNATION

This Deed is designated as a Primary Finance Document

9. ACKNOWLEDGEMENT BY THE SECURITY AGENT

The Security Agent acknowledges and confirms that

- (a) the creation of any Security pursuant to (and the compliance by each Supplemental Chargor with the terms of) this Deed does not and will not constitute a breach of any representation, warranty or undertaking in the Debenture,
- (b) the performance of, and compliance with, any undertaking, requirement or obligation by each Supplemental Chargor under this Deed constitutes the performance of, and compliance with, the corresponding undertaking, requirement or obligation under the Debenture and further, the performance of, and compliance with, any undertaking,

requirement or obligation by each Supplemental Chargor under the Debenture will be deemed to constitute the performance of, and compliance with, the corresponding undertaking, requirement or obligation by that Supplemental Chargor under this Deed, and

- (c) the provision of any documents or information required to be delivered by a Supplemental Chargor pursuant to Clause 7.1 (*Title Documents*) and Clause 7.2 (*Bank Accounts*) of the Debenture shall discharge the obligation to provide the same documents under this Deed to the extent such documents or information have already been provided to the Security Agent prior to the date of this Deed

10. GOVERNING LAW AND JURISDICTION

- (a) This Deed and any non-contractual claims arising out of or in connection with it and any dispute or proceeding arising out of or relating to this Deed shall be governed by and construed in accordance with English law
- (b) Subject to paragraph (c) below, the Parties agree that the courts of England shall have exclusive jurisdiction to hear, decide and settle any dispute or proceeding arising out of or in connection with this Deed, whether contractual or non-contractual (including a dispute regarding the existence, validity or termination of this Deed) (a “**Dispute**”) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary
- (c) The Parties agree that, for the benefit of the Secured Parties only, nothing in this Deed shall limit the right of the Secured Parties to bring any legal action against any of the Supplemental Chargors in any other court of competent jurisdiction

IN WITNESS whereof this Deed has been duly executed as a deed and is delivered on the date first above written

SCHEDULE 1
THE SUPPLEMENTAL CHARGORS

Name of Chargor	Registered Number	Registered Address
Interoute Communications Holdings Limited	04927540	England & Wales
Interoute Communications Limited	04472687	England & Wales
Interoute Finco plc	09727400	England & Wales
Interoute Networks Limited	03773255	England & Wales
Interoute Media Services Limited	03617043	England & Wales
Interoute Application Management Limited	03639598	England & Wales
Interoute Vtesse Limited	03900836	England & Wales
Interoute Cirrus Limited	07473177	England & Wales
MDNX Group Holdings Limited	08708409	England & Wales
Easynet Channel Partners Limited	03676297	England & Wales
Easynet Corporate Services Limited	06487557	England & Wales
Easynet Enterprise Services Limited	04287100	England & Wales
Easynet Global Services Limited	08458875	England & Wales
Easynet Limited	02954343	England & Wales
Easynet Network Services Limited	03155758	England & Wales
Easynet Internet Services Limited	SC314336	Scotland
Easynet Managed Services Limited	SC298935	Scotland

SCHEDULE 2

SHARES IN SUBSIDIARIES INCORPORATED IN ENGLAND AND WALES

Name of Chargor which holds the shares	Name of company issuing shares	Number and class of shares
Interoute Communications Holdings Limited (company number 04927540)	Interoute Finco plc (company number 09727400)	50,000 ordinary shares of £1 00 each
Interoute Communications Holdings Limited (company number 04927540)	Interoute Communications Limited (company number 04472687)	197,511,738 ordinary shares of EUR 0 10 each and 1 ordinary share of £1 00
Interoute Communications Limited (company number 04472687)	Interoute Networks Limited (company number 03773255)	700,000 ordinary shares of £1 00 each
Interoute Communications Limited (company number 04472687)	Interoute Media Services Limited (company number 03617043)	25,375,700 deferred shares of £0 01 each and 112,100,000 ordinary shares of £0 01 each
Interoute Communications Limited (company number 04472687)	Interoute Application Management Limited (company number 03639598)	10,000 ordinary shares of £0 10 each
Interoute Communications Limited (company number 04472687)	Interoute Vtesse Limited (company number 03900836)	211,279 ordinary shares of £0 01 each
Interoute Communications Limited (company number 04472687)	Interoute Cirrus Limited (company number 07473177)	100 ordinary shares of £0 01 each
MDNX Group Holdings Limited (company number 08708409)	Easynet Limited (company number 02954343)	316,603 ordinary shares of £1 00 each
MDNX Group Holdings Limited (company number 08708409)	Easynet Global Services Limited (company number 08458875)	1 ordinary share of £1 00
MDNX Group Holdings Limited (company number 08708409)	Easynet Network Services Limited (company number 03155758)	500,000 ordinary shares of £0 25 each
MDNX Group Holdings Limited (company number 08708409)	Easynet Enterprise Services Limited (company number 04287100)	18,000,001 ordinary shares of £1 00 each
MDNX Group Holdings Limited (company number 08708409)	Easynet Channel Partners Limited (company number 03676297)	200,000 ordinary shares of £1 00 each
MDNX Group Holdings Limited (company number 08708409)	Easynet Corporate Services Limited (company number 03676297)	1,000 ordinary shares of £1 00 each

Name of Chargor which holds the shares	Name of company issuing shares	Number and class of shares
08708409)	06487557)	
Interoute Communications Limited (company number 04472687)	MDNX Group Holdings Limited (company number 08708409)	158,960 A ordinary shares of £0 03 each
		29,997 B1 ordinary shares of £0 10 each
		1,920 B2 ordinary shares of £0 01 each
		9,120 B3 ordinary shares of £0 01 each
		3 B4 ordinary shares of £0 10 each
		2 deferred shares of £0 01 each

SCHEDULE 3

OPERATING ACCOUNTS

Name of Chargor	Name and address of institution at which account is held	Account Number	Sort Code
Interoute Communications Limited (company number 04472687)	Deutsche Bank AG, 6-8 Bishopsgate, London, EC2N 4DA	REDACTED	REDACTED
	Deutsche Bank AG, 6-8 Bishopsgate, London, EC2N 4DA	REDACTED	REDACTED
	Deutsche Bank AG, 6-8 Bishopsgate, London, EC2N 4DA	REDACTED	REDACTED
	Barclays Bank, Barclays Technology, Media and Telecoms Team, Level 27, 1 Churchill Place, London E14 5HP	REDACTED	REDACTED
	Barclays Bank, Barclays Technology, Media and Telecoms Team, Level 27, 1 Churchill Place, London E14 5HP	REDACTED	REDACTED
	Barclays Bank, Barclays Technology, Media and Telecoms Team, Level 27, 1 Churchill Place, London E14 5HP	REDACTED	REDACTED
	Barclays Bank, Barclays Technology, Media and Telecoms Team, Level 27, 1 Churchill Place, London E14 5HP	REDACTED	REDACTED
	Barclays Bank, Barclays Technology, Media and Telecoms Team, Level 27, 1 Churchill Place, London E14 5HP	REDACTED	REDACTED

Name of Chargor	Name and address of institution at which account is held	Account Number	Sort Code
	Barclays Technology, Media and Telecoms Team, Level 27, 1 Churchill Place, London E14 5HP		
	Barclays Bank, Barclays Technology, Media and Telecoms Team, Level 27, 1 Churchill Place, London E14 5HP	REDACTED	REDACTED
	Barclays Bank, Barclays Technology, Media and Telecoms Team, Level 27, 1 Churchill Place, London E14 5HP	REDACTED	REDACTED
	Barclays Bank, Barclays Technology, Media and Telecoms Team, Level 27, 1 Churchill Place, London E14 5HP	REDACTED	REDACTED
	Barclays Bank, Barclays Technology, Media and Telecoms Team, Level 27, 1 Churchill Place, London E14 5HP	REDACTED	REDACTED
	Barclays Bank, Barclays Technology, Media and Telecoms Team, Level 27, 1 Churchill Place, London E14 5HP	REDACTED	REDACTED
	Barclays Bank, Barclays Technology, Media and Telecoms Team, Level 27, 1 Churchill Place, London E14 5HP	REDACTED	REDACTED
	HSBC Bank plc, 1 st Floor, Queen Victoria Street, London ,	REDACTED	REDACTED

Name of Chargor	Name and address of institution at which account is held	Account Number	Sort Code
	EC4N 4TR		
	HSBC Bank plc, 1 st Floor, Queen Victoria Street, London , EC4N 4TR	REDACTED	REDACTED
	HSBC Bank plc, 1 st Floor, Queen Victoria Street, London , EC4N 4TR	REDACTED	REDACTED
	HSBC Bank plc, 1 st Floor, Queen Victoria Street, London , EC4N 4TR	REDACTED	REDACTED
	HSBC Bank plc, 1 st Floor, Queen Victoria Street, London , EC4N 4TR	REDACTED	REDACTED
	HSBC Bank plc, 1 st Floor, Queen Victoria Street, London , EC4N 4TR	REDACTED	REDACTED
	HSBC Bank plc, 1 st Floor, Queen Victoria Street, London , EC4N 4TR	REDACTED	REDACTED
Interoute Networks Limited (company number 03773255)	Deutsche Bank AG, 6-8 Bishopsgate, London, EC2N 4DA	REDACTED	REDACTED
	Deutsche Bank AG, 6-8 Bishopsgate, London, EC2N 4DA	REDACTED	REDACTED
	Deutsche Bank AG, 6-8 Bishopsgate, London, EC2N 4DA	REDACTED	REDACTED
	Barclays Bank, Barclays Technology, Media and Telecoms Team, Level 27, 1 Churchill Place, London, E14 5HP	REDACTED	REDACTED

Name of Chargor	Name and address of institution at which account is held	Account Number	Sort Code
	Barclays Bank, Barclays Technology, Media and Telecoms Team, Level 27, 1 Churchill Place, London, E14 5HP	REDACTED	REDACTED
	Barclays Bank, Barclays Technology, Media and Telecoms Team, Level 27, 1 Churchill Place, London, E14 5HP	REDACTED	REDACTED
Interoute Application Management Limited (company number 03639598)	Deutsche Bank AG, 6-8 Bishopsgate, London, EC2N 4DA	REDACTED	REDACTED
	Lloyds Bank, Old Market Square, Nottingham, NG1 6DF	REDACTED	REDACTED
	Lloyds Bank, Old Market Square, Nottingham, NG1 6DF	REDACTED	REDACTED
	Barclays Bank, Barclays Technology, Media and Telecoms Team, Level 27, 1 Churchill Place, London, E14 5HP	REDACTED	REDACTED
Interoute Vtesse Limited (company number 03900836)	The Co-operative Bank, Team 605, Olympic House, Business Customer Service Centre, PO Box 250, Delf House, Skelmersdale WN8 6WT	REDACTED	REDACTED
	HBOS, 33 Old Broad Street, London, EC2N 1HW	REDACTED	REDACTED
	HBOS 33 Old Broad Street, London, EC2N 1HW	REDACTED	REDACTED
	HBOS, 33 Old Broad Street, London,	REDACTED	REDACTED

Name of Chargor	Name and address of institution at which account is held	Account Number	Sort Code
	EC2N 1HW		
	HBOS, 33 Old Broad Street, London, EC2N 1HW	REDACTED	REDACTED
	HBOS, 33 Old Broad Street, London, EC2N 1HW	REDACTED	REDACTED
	HBOS, 33 Old Broad Street, London, EC2N 1HW	REDACTED	REDACTED
	HSBC, 31 Chequer Street, St Albans, Hertfordshire, AL1 3YN	REDACTED	REDACTED
	HSBC, 31 Chequer Street, St Albans, Hertfordshire, AL1 3YN	REDACTED	REDACTED
	Natwest, 104 Fore Street, Hertford, Hertfordshire, SG14 1YY	REDACTED	REDACTED
	Barclays Bank, Barclays Technology, Media and Telecoms Team, Level 27, 1 Churchill Place, London, E14 5HP	REDACTED	REDACTED
	Barclays Bank, Barclays Technology, Media and Telecoms Team, Level 27, 1 Churchill Place, London, E14 5HP	REDACTED	REDACTED
	Barclays Bank, Barclays Technology, Media and Telecoms Team, Level 27, 1 Churchill Place, London, E14 5HP	REDACTED	REDACTED
Interoute Cirrus Limited (company	Natwest, 104 Fore Street, Hertford,	REDACTED	REDACTED

Name of Chargor	Name and address of institution at which account is held	Account Number	Sort Code
number 07473177)	Hertfordshire, SG14 1YY		
	Natwest, 104 Fore Street, Hertford, Hertfordshire, SG14 1YY	REDACTED	REDACTED
	Natwest, 104 Fore Street, Hertford, Hertfordshire, SG14 1YY	REDACTED	REDACTED
	HBOS, 33 Old Broad Street, London, EC2N 1HW	REDACTED	REDACTED
	Barclays Bank, Barclays Technology, Media and Telecoms Team, Level 27, 1 Churchill Place, London, E14 5HP	REDACTED	REDACTED
	Barclays Bank, Barclays Technology, Media and Telecoms Team, Level 27, 1 Churchill Place, London, E14 5HP	REDACTED	REDACTED
	Barclays Bank, Barclays Technology, Media and Telecoms Team, Level 27, 1 Churchill Place, London, E14 5HP	REDACTED	REDACTED
Interoute Finco PLC (company number 09727400)	Barclays Bank, Barclays Technology, Media and Telecoms Team, Level 27, 1 Churchill Place London, E14 5HP	REDACTED	REDACTED
	Barclays Bank, Barclays Technology, Media and Telecoms Team, Level 27, 1 Churchill Place, London, E14 5HP	REDACTED	REDACTED

Name of Chargor	Name and address of institution at which account is held	Account Number	Sort Code
Interoute Media Services Limited (company number 03617043)	Deutsche Bank AG, 6-8 Bishopsgate, London, EC2N 4DA	REDACTED	REDACTED
	Deutsche Bank AG, 6-8 Bishopsgate, London, EC2N 4DA	REDACTED	REDACTED
	Deutsche Bank AG, 6-8 Bishopsgate, London, EC2N 4DA	REDACTED	REDACTED
	Barclays Bank, Barclays Technology, Media and Telecoms Team, Level 27, 1 Churchill Place, London, E14 5HP	REDACTED	REDACTED
	Barclays Bank, Barclays Technology, Media and Telecoms Team, Level 27, 1 Churchill Place, London, E14 5HP	REDACTED	REDACTED
	Barclays Bank, Barclays Technology, Media and Telecoms Team, Level 27, 1 Churchill Place, London, E14 5HP	REDACTED	REDACTED
Easynet Limited (company number 02954343)	Barclays Bank PLC, 27 th Floor, 1 Churchill Place, London E14 5HP	REDACTED	REDACTED
	Barclays Bank PLC, 27 th Floor, 1 Churchill Place, London E14 5HP	REDACTED	REDACTED
	Barclays Bank PLC, 27 th Floor, 1 Churchill Place, London E14 5HP	REDACTED	REDACTED
	Barclays Bank PLC, 27 th Floor, 1 Churchill Place, London E14	REDACTED	REDACTED

Name of Chargor	Name and address of institution at which account is held	Account Number	Sort Code
	5HP		
Easynet Global Services Limited (company number 08458875)	Barclays Bank PLC, 27 th Floor, 1 Churchill Place, London E14 5HP	REDACTED	REDACTED
Easynet Network Services Limited (company number 03155758)	Barclays Bank PLC, 27 th Floor, 1 Churchill Place, London E14 5HP	REDACTED	REDACTED
Easynet Enterprise Services Limited (company number 04287100)	Barclays Bank PLC, 27 th Floor, 1 Churchill Place, London E14 5HP	REDACTED	REDACTED
	Barclays Bank PLC, 27 th Floor, 1 Churchill Place, London E14 5HP	REDACTED	REDACTED
Easynet Channel Partners Limited (company number 03676297)	Barclays Bank PLC, 27 th Floor, 1 Churchill Place, London E14 5HP	REDACTED	REDACTED
	Barclays Bank PLC, 27 th Floor, 1 Churchill Place, London E14 5HP	REDACTED	REDACTED
Easynet Corporate Services Limited (company number 06487557)	Barclays Bank PLC, 27 th Floor, 1 Churchill Place, London E14 5HP	REDACTED	REDACTED
Easynet Managed Services Limited (company number SC298935) (Scotland)	Barclays Bank PLC, 27 th Floor, 1 Churchill Place, London E14 5HP	REDACTED	REDACTED
Easynet Internet Services Limited (company number SC314336) (Scotland)	Barclays Bank PLC, 27 th Floor, 1 Churchill Place, London E14 5HP	REDACTED	REDACTED

SIGNATORIES TO THE SUPPLEMENTAL DEBENTURE

THE SUPPLEMENTAL CHARGORS

EXECUTED as a DEED by

Interoute Communications Holdings Limited acting by:

CATHERINE BIRKETT as Director REDACTED

Witness REDACTED

Name MICHELLE SMITH

Address -

Occupation SOLICITOR

EXECUTED as a DEED by
Interoute Communications Limited acting by

CATHERINE BIRKETT as Director REDACTED

Witness REDACTED

Name MICHELLE SMITH

REDACTED

Address

Occupation SOLICITOR

EXECUTED as a DEED by
Interoute Finco plc acting by

CATHERINE BIRKETT as Director REDACTED

Witness REDACTED

Name MICHELE SMITH
REDACTED

Address - - - - -

Occupation SOLICITOR

EXECUTED as a DEED by
Interoute Networks Limited acting by

~~CATHERINE~~ MAURICE WOOLF as Director. REDACTED

Witness REDACTED

Name MICHELE SMITH

Address

Occupation SOLICITOR

REDACTED

EXECUTED as a DEED by
Interoute Media Services Limited acting by

MAURICE WOOLF as Director REDACTED

Witness REDACTED

Name MICHELLE SMITH
REDACTED

Address -

Occupation SOLICITOR

EXECUTED as a DEED by

Interoute Application Management Limited acting by

CATHERINE BIRKETT as Director **REDACTED**

Witness

REDACTED

Name:

MICHELE SMITH

REDACTED

Address

Occupation

SOLICITOR

EXECUTED as a DEED by
Interoute Vtesse Limited acting by:

CATHERINE BIRKETT as Director REDACTED

Witness. REDACTED

Name MICHELE SMITH

Address REDACTED

Occupation: SOLICITOR

EXECUTED as a DEED by
Interoute Cirrus Limited acting by

CATHERINE BIRKETT as Director REDACTED

Witness REDACTED

Name MICHELLE SMITH

Address REDACTED

Occupation SOLICITOR

EXECUTED as a DEED by
MDNX Group Holdings Limited acting by

Director REDACTED CATHERINE BIRKETT

Witness REDACTED

Name MICHELE SMITH

REDACTED

Address -

Occupation SOLICITOR

EXECUTED as a DEED by
Easynet Channel Partners Limited acting by

Director REDACTED CATHERINE BIRKETT

Witness REDACTED

Name MICHELLE SMITH REDACTED

Address — |

Occupation SOLICITOR

EXECUTED as a DEED by
Easynet Corporate Services Limited acting by

Director REDACTED CATHERINE BIRKETT

Witness REDACTED

Name MICHELLE SMITH

REDACT

Address L - , -

Occupation SOLICITOR

EXECUTED as a DEED by
Easynet Enterprise Services Limited acting by

Director REDACTED CATHERINE BIRKETT

Witness REDACTED

Name REDACTED MICHELLE SMITH

Address:

Occupation SOULTOR

EXECUTED as a DEED by
Easynet Global Services Limited acting by

Director REDACTED CATHERINE BIRKETT

Witness REDACTED

Name MICHELE SMITH
REDACTED

Address - - -

Occupation SOLICITOR

EXECUTED as a DEED by
Easynet Limited acting by

Director REDACTED CATHERINE BIRKETT

Witness. REDACTED

Name NICHÈLE SMITH

Address _____

Occupation SOLICITOR

REDACTED

EXECUTED as a DEED by

Easynet Network Services Limited acting by:

Director REDACTED CATHERINE BIRKETT

Witness REDACTED

Name MICHELLE SMITH

Address REDACTED

Occupation SOLICITOR

EXECUTED as a DEED by
Easynet Internet Services Limited acting by

Director REDACTED CATHERINE BIRKET

Witness **REDACTED**

Name MICHELLE SMITH

REDACTED

Address _____

Occupation. SOLICITOR

EXECUTED as a DEED by
Easynet Managed Services Limited acting by

Director REDACTED CATHERINE BIRKETT

Witness REDACTED

Name MICHELLE SMITH
REDACTED

Address .

Occupation SOLICITOR

THE SECURITY AGENT

EXECUTED as a DEED by

BARCLAYS BANK PLC

acting by REDACTED
its duly authorised attorney) Duly authorised attorney
in the presence of)

Witness:

Signature REDACTED

Name LEE SMITH

Address 10 THE SOUTH COLONNADE, CANARY WHARF, LONDON, E14 4PU

Occupation BANK OFFICIAL

Notice details

Address Barclays, Level 1, 10 The South Colonnade, Canary Wharf, London E14 4PU

Telephone number REDACTED

Fax number REDACTED

Email REDACTED

Attention: Emma Sharma, Assistant Vice President, European Loans Agency