



Registration of a Charge

Company name: **EASYNET CORPORATE SERVICES LIMITED**

Company number: **06487557**



X6H9ZIAG

Received for Electronic Filing: **17/10/2017**

Details of Charge

Date of creation: **09/10/2017**

Charge code: **0648 7557 0009**

Persons entitled: **BARCLAYS BANK PLC**

Brief description: **NOT APPLICABLE**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY OF THE SECURITY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION UNDER S.859A OF THE**

**COMPANIES ACT 2006 IS A CORRECT COPY OF THE ORIGINAL
SECURITY INSTRUMENT.**

Certified by:

ONYEMA UGORJI



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6487557

Charge code: 0648 7557 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th October 2017 and created by EASYNET CORPORATE SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th October 2017 .

Given at Companies House, Cardiff on 19th October 2017

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

9 October 2017

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

and

BARCLAYS BANK PLC
(as the Security Agent)

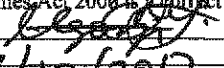
SUPPLEMENTAL DEBENTURE OVER ASSETS

**THIS DEBENTURE IS SUPPLEMENTAL TO
THE EXISTING DEBENTURES (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.

Signature: 
Date: 17/10/2017

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THIS SUPPLEMENTAL DEBENTURE is made on 9 October 2017

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:
 - (i) 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 “**Original Debenture**”); and
 - (ii) a supplemental debenture dated 14 November 2016 between the parties (listed therein) as supplemental chargors and the Security Agent, supplementing the Original Debenture (the “**First Supplemental Debenture**”),together, the “**Existing Debentures**”.
- (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 Original 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 and without limitation 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” or “the date of this Deed” were a reference to the date of this Deed;
- (iii) “Original Chargor” or “Chargor” or “Supplemental Chargor” was a reference to each Supplemental Chargor under this Deed; and
- (iv) “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:

“**Intercreditor Agreement**” means the intercreditor agreement dated 15 October 2015 (as amended on 4 November 2016) 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);

“Operating Accounts” means the accounts of the Chargors set out in Schedule 3 (Bank Accounts) of this Debenture and such other accounts as agreed by the Parent and/or the relevant Chargor and the Security Agent and (following the occurrence of an Acceleration Event) such other accounts as the Security Agent shall specify, in each case, together with the debt or debts represented thereby;

“Original Security” means the Security created under the Original Debenture (as supplemented by the Security Accession Deed to the Original Debenture) and under the First Supplemental 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 but, including without limitation and for the avoidance of doubt, the Term Facility Agreement), 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 dated on or about the date of this Deed 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 Original 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 each of the Existing Debentures (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 each of the Existing Debentures, 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*) of the Original Debenture and clause 4.2 (*Security Assignment*) of the Existing Supplemental Debenture, 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 each of the Existing Debentures, on and from the date on which the Assigned Agreements are re-assigned to the Supplemental Chargors under both of the Existing Debentures, 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 Existing Debentures, 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 Existing Debentures and the Intercreditor Agreement and that the application of proceeds pursuant to this Deed and the Existing Debentures 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 Original Debenture and clause 6 (*Incorporation of terms from Debenture*) of the Existing Supplemental 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” or “the date of this Deed” were a reference to the date of this Deed;
 - (iii) an “assignment” under clause 3.2 (*Security Assignment*) of the Original 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 DEBENTURES

The Existing Debentures 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 each of the Existing Debentures;
- (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 both of the Existing Debentures and further, the performance of, and compliance with, any undertaking, requirement or obligation by each Supplemental Chargor under each of the Existing Debentures 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 Original Debenture (or pursuant to any corresponding clause of the First Supplemental 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
Interoute Managed Services UK Limited (formerly known as Easynet Global Services Limited)	08458875	England & Wales
Easynet Limited	02954343	England & Wales
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)	Interoute Managed Services UK Limited (formerly known as 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

Name of Chargor which holds the shares	Name of company issuing shares	Number and class of shares
MDNX Group Holdings Limited (company number 08708409)	Easynet Corporate Services Limited (company number 06487557)	1,000 ordinary shares of £1.00 each
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
	Barclays Bank,	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
	Barclays Bank, Barclays Technology, Media and Telecoms Team, Level 27, 1 Churchill Place, London, E14 5HP	REDACTED	REDACTED
Interoute Vtesse Limited (company number 03900836)	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

Name of Chargor	Name and address of institution at which account is held	Account Number	Sort Code
Interoute Cirrus Limited (company number 07473177)	Natwest, 104 Fore Street, Hertford, Hertfordshire, SG14 1YY	REDACTED	REDACTED
	Natwest, 104 Fore Street, Hertford, Hertfordshire, SG14 1YY	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 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
Interoute Media	Deutsche Bank AG,	REDACTED	REDACTED

Name of Chargor	Name and address of institution at which account is held	Account Number	Sort Code
Services Limited (company number 03617043)	6-8 Bishopsgate, London, EC2N 4DA		
	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 5HP	REDACTED	REDACTED

Name of Chargor	Name and address of institution at which account is held	Account Number	Sort Code
Interoute Managed Services UK Limited (formerly known as Easynet Global Services Limited) (company number 08458875)	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

SIGNATORIES TO THE SUPPLEMENTAL DEBENTURE

THE SUPPLEMENTAL CHARGORS

EXECUTED as a DEED by

Interoute Communications Holdings Limited acting by:

Maurice Wood ^{Attorney} as ~~Director~~ **REDACTED**

Witness: REDACTED

Name: ANNA SHELTON

Address: _____

Occupation: LAWYER

Shearman & Sterling (London) LLP
9 Appold Street
London EC2A 2AP

EXECUTED as a DEED by

Interoute Communications Limited acting by:

Maurice West ^{Attorney} as Director: REDACTED

Witness: REDACTED

Name: ANNA SHELTON

Address: _____

Occupation: _____

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EXECUTED as a DEED by
Interoute Finco plc acting by:

Maurice Warb as Director: REDACTED

Witness: REDACTED

Name: ANNA SHELTON

Address:

Occupation: Lawyer

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EXECUTED as a DEED by
Interoute Networks Limited acting by:

Manica waly as Director: REDACTED
REDACTED

Witness: _____

Name: ANNA SHELTON

Address: _____

Occupation: LAWYER

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London EC2A 2AP

EXECUTED as a DEED by

Interoute Media Services Limited acting by:

Marica Wolf as Director: REDACTED

Witness: REDACTED

Name: ANNA SHENN

Address: _____

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EXECUTED as a DEED by

Interoute Application Management Limited acting by:

Maurice woof ^{Attorney}
as Director: REDACTED

Witness: REDACTED

Name: Anna Shelton

Address: _____

Occupation: lawyer

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EXECUTED as a DEED by
Interoute Vtesse Limited acting by:

Maurice West ^{Attorney} as ~~Director~~ **REDACTED**

Witness: REDACTED

Name: Anna Shelton

Address: _____

Occupation: Lawyer

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9 Appold Street
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EXECUTED as a DEED by
Interoute Cirrus Limited acting by:

Mania Waf ^{Attorney} as Director: REDACTED

Witness: REDACTED

Name: Anna Shelton

Address: _____

Occupation: Lawyer

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9 Appold Street
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EXECUTED as a DEED by
MDNX Group Holdings Limited acting by:

Director: REDACTED

Witness: REDACTED

Name: Anna Shelton

Address:

Occupation: lawyer

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London EC2A 2AP

EXECUTED as a DEED by
Easynet Channel Partners Limited acting by:

Attorney Director: REDACTED
Witness: REDACTED
Name: Anna Shelton
Address: _____
Occupation: Lawyer

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EXECUTED as a DEED by
Easynet Corporate Services Limited acting by:

Attorney

~~Director:~~

REDACTED

Witness:

REDACTED

Name:

Anna Shelton

Address:

Occupation:

lawyer

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EXECUTED as a DEED by
Easynet Enterprise Services Limited acting by:

REDACTED

Attorney

~~Director:~~

Witness:

Name:

Address:

Occupation:

REDACTED

Anna Shelton

Lawyer

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EXECUTED as a DEED by

Interoute Managed Services UK Limited (formerly known as Easynet Global Services Limited) acting
by:

REDACTED

Attorney ~~Director:~~

REDACTED

Witness:

Name:

Anna Shelton

Address:

Occupation:

Lawyer

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EXECUTED as a DEED by
Easynet Limited acting by:

Attorney

~~Director:~~ REDACTED

Witness: REDACTED

Name: Anna Shelton

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Occupation: lawyer

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EXECUTED as a DEED by

Easynet Managed Services Limited acting by:

Attorney

~~Director:~~ REDACTED

Witness: REDACTED

Name: Anna Shelton

Address: _____

Occupation: lawyer

Shearman & Sterling (London) LLP
9 Appold Street
London EC2A 2AP

THE SECURITY AGENT

EXECUTED as a DEED by

BARCLAYS BANK PLC

REDACTED

acting by

{ _____

its duly authorised attorney

) Duly authorised attorney

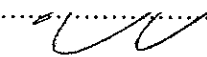
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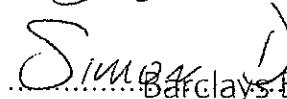
REDACTED

Witness:

Signature

.....

Name

..........
Barclays Bank PLC

1 Churchill Place

Canary Wharf

Address

.....London.....

E14 5HP

Occupation

..........
BANK OFFICIAL

Notice details

Address:

European Loans Agency, 1 Churchill Place, London, E14 5HP

Telephone number:

+44 (0) 20 7773 4052

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Email:

Emma.Sharma@barclays.com

Attention:

Emma Sharma, Assistant Vice President, European Loans Agency