

# MG01

## Particulars of a mortgage or charge



V12261

**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  
particulars of a charge for a  
company. To do this, please  
use form MG01s

THURSDAY



\*LQAOLIZB\*  
LD3 08/04/2010 85  
COMPANIES HOUSE

**1 Company details** For official use

Company number: 0 1 6 7 2 8 3 2

Company name in full: The Eastern Leasing Company Limited  
(the Company)

→ **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 d6 m0 m3 y2 y0 y1 y0

**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: Amendment letter (the **Amendment Letter**) supplemental to and amending the original composite debenture dated 6 March 2009 (the **Debenture**)

**4 Amount secured**

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

Amount secured: See Continuation Sheet

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

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## Particulars of a mortgage or charge

### 5 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		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	The Royal Bank of Scotland plc (the <b>Security Agent</b> )	
Address	135 Bishopsgate	
	London	
Postcode	E C 2 M 3 U R	
Name		
Address		
Postcode		

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	<p>1 The Amendment Letter amends the property charged under the Debenture such that the following property is mortgaged or charged:</p> <p>(a) a first fixed charge over all present and future Shares (as defined in the Debenture) of the Company,</p> <p>(b) a first fixed charge over any Rights (as defined in the Debenture) accruing to, derived from or otherwise connected with the Shares (including Dividends and proceeds of Disposal, each as defined in the Debenture) and all of the Rights accruing to, derived from or otherwise connected with any Shares which it obtains at any time in the future, and</p> <p>(c) a first floating charge over all of the Company's other present and future assets other than, in relation to any Vendor Facility permitted pursuant to the terms of the Facility Agreement, either (A) any equipment supplied by any equipment supplier which is the subject of a Vendor Facility made available by an equipment supplier (or its Affiliates) or a financial institution and that equipment is by virtue of the terms of that Vendor Facility subject to Vendor Security or (B) any receivables sold or discounted which arise from equipment supplied under the terms of a Vendor Facility and where the relevant sale or discounting of receivables is permitted pursuant to the terms of the Facility Agreement</p> <p>See Continuation Sheet</p>	

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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

Nil

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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 866)

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 870). 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 *Norton Rose LLP* X

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

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## 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 Clive Weston (TMER - LN32454)

Company name Norton Rose LLP

Address -3 More London Riverside

Post town London

County/Region

Postcode S E 1 2 A Q

Country United Kingdom

DX 85 London

Telephone +44 (0)20 7283 6000



### 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, First Floor, Waterfront Plaza, 8 Laganbank Road, Belfast, Northern Ireland, BT1 3BS  
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)

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## Particulars of a mortgage or charge

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### Amount secured

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

Amount secured

All obligations and liabilities of any kind incurred by the Company from time to time under or in connection with:

(a) a facility agreement dated 5 December 2008 between, amongst others, Cable & Wireless UK Holdings Limited (**CWUKHL**) as original borrower, the Security Agent and certain persons as finance parties, as amended and restated by a deed of amendment and restatement dated 16 March 2009 (the **First Deed of Amendment**) and a second deed of amendment and restatement dated 14 January 2010 (the **Second Deed of Amendment**), and as that agreement may from time to time be amended, restated, novated or replaced, however fundamentally including, without limitation, by an increase of any size in the amount of the facilities made available under it (the **Facility Agreement**);

(b) the First Deed of Amendment;

(c) the Second Deed of Amendment;

(d) the Debenture and each other Security Document as defined in the Facility Agreement,

(e) an intercreditor agreement dated 5 December 2008 between CWUKHL, the Agent and certain persons as finance parties as amended and restated by a deed of amendment and restatement dated 14 January 2010, and as that agreement may from time to time be amended, restated, novated or replaced, however fundamentally (the **Intercreditor Agreement**),

(f) any Fee Letter as defined in the Facility Agreement,

(g) any accession deed to record the accession of any party to the Intercreditor Agreement,

(h) any accession letter to record the accession of any party to the Facility Agreement, the Intercreditor Agreement and the other Finance Documents as defined in the Facility Agreement;

(i) any resignation letter to record the release of a borrower or a guarantor from its obligations under the Facility Agreement, the Intercreditor Agreement and the other Finance Documents as defined in the Facility Agreement;

(j) each Permitted Bilateral Facilities Document as defined in the Debenture,

(k) any other document defined as a Finance Document in the Facility Agreement or as a Secured Party Security Document in the Debenture,

(l) any other document designated as a Finance Document by CWUKHL and the Agent at any time, and

(m) any other document designated as a Secured Document by the Company and the Agent at any time

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

2 The Debenture as amended by the Amendment Letter contains

(a) an undertaking by the Company that, without the agreement of the Security Agent, no security interest of any kind, no similar arrangement and no contractual right of set-off will exist over any of the Company's present or future assets except for certain limited permitted security interests described in the Facility Agreement, and

(b) an undertaking by the Company that, without the agreement of the Security Agent, there will be no disposal of any kind of any of the Company's present or future assets except for certain limited permitted disposals described in the Facility Agreement

For the purposes of the above

**Vendor Security** means:

- (a) any mortgage, charge, pledge, lien, hypothecation, assignment by way of security, trust arrangement for the purpose of providing security or other security interest of any kind in any jurisdiction,
- (b) any sale, transfer or other disposal of assets on terms whereby they are or may be leased to or re-acquired,
- (c) any sale, transfer or other disposal of receivables on recourse terms,
- (d) any proprietary interest over an asset, or any contractual arrangement in relation to an asset, which has the same commercial effect as if security had been created over it, and
- (e) any right of set-off created by agreement



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

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

COMPANY NO. 1672832  
CHARGE NO. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN AMENDMENT LETTER DATED 26  
MARCH 2010 AND CREATED BY EASTERN LEASING COMPANY  
LIMITED(THE) FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE COMPANY TO THE ROYAL BANK OF  
SCOTLAND PLC (THE SECURITY AGENT) 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 8  
APRIL 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 APRIL 2010

DT  
13/4/10



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES