

MG01

Particulars of a mortgage or charge



143587/136
IRIS
LASERFORM

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

SATURDAY



ATOXNK72

A17

22/05/2010

403

COMPANIES HOUSE

1

Company details

Company number

0 5 01 03 01 4 07 4

Company name in full

Team Telecommunications Group Limited
(the "Company")

5

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

Date of creation of charge

Date of creation

d1 d7 m0 m5 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

Share Mortgage between (1) ComGroup Australia Pty Limited (2) Team
Telecom Group Australia Pty Limited (3) the Company (the "Grantors") and
(4) Barrington House Nominees Limited (the "Security Trustee") in its
capacity as security trustee for the Secured Parties (the "Share
Mortgage")

4

Amount secured

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

Amount secured

1 1 Pursuant to clause 2.1 of the Share Mortgage
the Company mortgages all of its interests in
the Secured Property as security for the due
and punctual payment of all debts and
monetary liabilities of

(a) each Grantor to the Security Trustee or
any Secured Party under or in relation
to any Transaction Document, and

(b) each Obligor (other than a Grantor) to
the Security Trustee or any Secured
Party under or in relation to any
Transaction Document on any account and
in any capacity,

SEE CONTINUATION PAGE 1

Continuation page

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

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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		Continuation page Please use a continuation page if you need to enter more details
Name	BARRINGTON HOUSE NOMINEES LIMITED	
Address	One South Place	
	London	
Postcode	E C 2 M 2 G T	
Name		
Address		
Postcode		

6 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	<p>1 7 Pursuant to clause 2 1 of the Share Mortgage the Company mortgages all of its interests, all of its present and future interest in set out shares charged, all Additional Rights and the Specified Account of the Company and any thing in action in respect of the Specified Account (the "Secured Property")</p> <p>1 8 The Company must do anything which the Security Trustee reasonably requests which more satisfactorily charges or secures the priority of the Security of the Company, or secures to the Security Trustee the Secured Property of the Company in a manner consistent with, but no more onerous to the Company than, any provision of any Transaction Document, or aids in the exercise of any Power of the Security Trustee including the delivery and execution of any document, the delivery of the Title Documents or the execution and delivery of blank transfers</p> <p>1.9 When the Security Trustee requests, the Company must execute a legal mortgage over all of its Secured Property.</p> <p>1 10 The Company must not create allow to exist or agree to any Security Interest (other than a Priority Security Interest) over, or, sell, assign or otherwise dispose or part with possession of, or deal with or create an interest in and of its Secured Property except to the extent expressly permitted by any Transaction Document</p> <p>DEFINITIONS:</p> <p>Acceleration Event has the meaning given to it in the Investor Instrument and the Manager Instrument,</p> <p>SEE CONTINUATION PAGE 3</p>	

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7 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.

8 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).

9 Signature

Please sign the form here

Signature

Signature

X *Timmons CP.* X

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

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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 Robert Farrer-Brown

Company name Hammonds LLP

Address Rutland House

148 Edmund Street

Post town Birmingham

County/Region West Midlands

Postcode B 3 2 J R

Country England

DX 708610 Birmingham 17

Telephone +44 (0)121 222 3000



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 or email enquiries@companieshouse.gov.uk

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

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Amount secured

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

Amount secured

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irrespective of whether the debts or liabilities

- (c) are present or future;
- (d) are actual, prospective, contingent or otherwise,
- (e) are at any time ascertained or unascertained,
- (f) are owed or incurred by or on account of any Obligor alone, or severally or jointly with any other person,
- (g) are owed to or incurred for the account of the Security Trustee or a Secured Party alone, or severally or jointly with any other person,
- (h) are owed to any other person as agent (whether disclosed or not) for or on behalf of the Security Trustee or a Secured Party;
- (i) are owed or incurred as principal, interest, fees, charges, Taxes, damages (whether for breach of contract or tort or incurred on any other ground), losses, costs or expenses, or on any other account;
- (j) are owed to or incurred for the account of the Security Trustee or a Secured Party directly or as a result of
 - (1) the assignment or transfer to the Security Trustee or a Secured Party of any debt or liability of any Obligor (whether by way of assignment, transfer or otherwise), or
 - (11) any other dealing with any such debt or liability,
- (k) are owed to or incurred for the account of the Security Trustee or a Secured Party before the date of the Share Mortgage or before the date of any assignment of the Share Mortgage to the Security Trustee or a Secured Party by any other person or otherwise, or
- (l) comprise any combination of the above,

1.1 The parties intend that the Security of the Company shall take priority over all other Security Interest of that Grantor other than any Security Interest (as defined in the Composite Debenture) mandatory preferred by law and the Priority Security Interests

CONTINUATION PAGE 2

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p style="text-align: center;">CONTINUATION PAGE 2</p> <p>1 2 The parties acknowledge that the maximum amount of prospective liability secured by the Security created by the Company, for the purposes of establishing priority under s 282(2) of the Corporations Act, is A\$150,000,000</p> <p>1 3 The Security Trustee may from time to time lodge a notice under s 268(2) of the Corporations Act on behalf of the Company specifying an increase in the maximum amount of the prospective liability referred to in clause 1 3 (above) is to be regarded as varied to the amount specified in that notice</p> <p>1 4 Neither clause 1 3 nor clause 1 4 (above) affect or limit the actual amount of Secured Monies which may be secured by the Security of the Company</p> <p>1 5 Clauses 1 3, 1 4 and 1 5 are to be construed independently of each other</p> <p>(the "Secured Monies")</p>	

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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	<p style="text-align: center;">CONTINUATION PAGE 3</p> <p>Additional Rights means all present and future rights and property interest attaching to or arising out of or otherwise in respect of the holding of any Relevant Securities or an interest in any RelevantSecurity, including:</p> <ul style="list-style-type: none"> (a) any Distributions paid or payable, any bonus shares or other Marketable Securities issued, and any rights to take up Marketable Securities, in respect of any Relevant Securities, (b) any proceeds of, or from the disposal of or other dealings with, any Relevant Securities; (c) any rights or Marketable Security resulting from the conversion, consolidation, subdivision, redemption, cancellation, reclassification or forfeiture of any Relevant Securities, (d) any in specie distribution in respect of any Relevant Securities, and (e) rights consequent upon a reduction of capital, buy back, liquidation, scheme, arrangement, redemption of units, or cancellation of rights or interests, <p>and any present or future rights and property interests attaching to or arising out of or otherwise in respect of any interest in any of the property specified in paragraphs (a) to (e) inclusive of this definition,</p> <p>Attorney means an attorney appointed under the Share Mortgage;</p> <p>Composite Debenture means the Composite Debenture dated on or about the date of the Share Mortgage between the Original Charging Companies (as defined therein) and the Security Trustee;</p> <p>Controller means an Agent or a Receiver;</p> <p>Corporations Act means the <i>Corporations Act 2001</i> (Cth);</p> <p>Distribution means any money owing now or in the future in respect of the Secured Property and includes a cash dividend or other monetary distribution whether of an income or capital nature,</p> <p>Dollars, A\$ and \$ means the lawful currency of the Commonwealth of Australia;</p> <p style="text-align: center;">SEE CONTINUATION SHEET 4</p>	

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p style="text-align: center;">CONTINUATION SHEET 4</p> <p>Government Agency means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity it includes any self-regulatory organisation established under statute and any stock exchange;</p> <p>Security Trustee includes any replacement security trustee appointed under the Security Trust Deed;</p> <p>Marketable Security means</p> <ul style="list-style-type: none"> (a) a marketable security as defined in s 9 of the <i>Corporations Act</i>, (b) a unit (whatever called) or other interest in a trust or partnership, (c) a convertible note or bond; (d) a right or option in respect of anything specified in paragraphs (a), (b) or (c) or this definition, or (e) any instrument or security that is a combination of any of the above, <p>Obligor means</p> <ul style="list-style-type: none"> (a) a Grantor, (b) the Principal Debtor, or (c) any other Charging Party (as defined in the Composite Debenture), <p>Permitted Security Interest means a Permitted Security (as defined in the Composite Debenture) or a Priority Security Interest,</p> <p>Power means any right, power, authority, discretion or remedy conferred on the Security Trustee, a Controller, or an Attorney by any Transaction Document or any applicable law,</p> <p>Principal Debtor means SIATEL Holdings Limited (England and Wales registration number 07138077);</p> <p>Priority Security Interest means a security interest listed in Schedule 2 of the Share Mortgage;</p> <p style="text-align: center;">CONTINUATION PAGE 5</p>	

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

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Receiver means a receiver or receiver and manager appointed under the Share Mortgage or under applicable law;

Relevant Corporation means a company, corporation, body corporate or entity described as such in Schedule 1 of the Share Mortgage,

Relevant Securities means, in respect of a Grantor, Shares in the Relevant Corporation specified opposite the name of that Grantor in Schedule 1,

Secured Party has the meaning given to it in the Composite Debenture,

Secured Property means, in respect of a Grantor, all of that Grantor's present and future interest in

- (a) all Relevant Securities in respect of that Grantor;
- (b) all Additional Rights; and
- (c) the Specified Account of the Grantor and any thing in action in respect of the Specified Account,

Security means, in respect of a Grantor, the security created by the Share Mortgage by that Grantor;

Security Trust Deed means the loan note trust deed dated on or about the date of the Share Mortgage between the companies listed in schedule 1 (as the "Original Companies"), the investors listed in schedule 2 part 1 (as the "Investors"), the managers listed in schedule 2 part 2 (as the "Managers") and the Security Trustee (as the "Security Trustee) trustee,

Share means any Marketable Security;

Specified Account means in respect of a Grantor, the bank account opened by that Grantor in accordance with clause 5.8;

Specified Bank means a bank with which a Specified Account is maintained;

Tax means

- (a) any tax, levy, charge, impost, duty, fee, deduction, compulsory loan or withholding, or
- (b) any income, stamp or transaction duty, tax or charge,

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

CONTINUATION PAGE 6

which is assessed, levied, imposed or collected by any Government Agency and includes any interest, fine, penalty, charge, fee or other amount imposed on or in respect of any of the above;

Title Document means any original, duplicate or counterpart certificate or document evidencing title or ownership of an asset including any contract note, entitlement notice, marked transfer, share certificate or unit certificate,

Transaction Document means:

- (a) the Share Mortgage,
- (b) this Security Trust Deed,
- (c) each Finance Document as defined in the Composite Debenture, and
- (d) any document or agreement entered into or given under any of the above or for the purpose of amending, supplementing or novating any of the above,

Uncertificated Security means a Marketable Security title to which is not evidenced by a Title Document.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5131474
CHARGE NO 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SHARE MORTGAGE DATED 17
MAY 2010 AND CREATED BY TEAM TELECOMMUNICATIONS
GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM EACH GRANTOR AND EACH OBLIGOR TO
BARRINGTON HOUSE NOMINEES LIMITED OR ANY SECURED
PARTY 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 22
MAY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 MAY 2010



Companies House
— for the record —

JP
JA



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES