

MG01

Particulars of a mortgage or charge

107672/13



A fee is payable with this form.

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page



What this form is for

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



What this form is NO

You cannot use this for
particulars of a charge
company To do this, pl
form MG01s

FRIDAY



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A178FSR5
20/04/2012
COMPANIES HOUSE

#43

e

1	Company details	8 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> For official use
Company number	0 2 7 0 8 6 9 0	→ Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	Network Europe Group Limited ("COMPANY")	
2	Date of creation of charge	
Date of creation	d1 d3 m0 m4 y2 y0 y1 y2	
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	Second supplemental deed made between (1) Daisy Group plc as parent ("Parent"), (2) the Chargors as listed in schedule 1 to the second supplemental deed and (3) Lloyds TSB Bank plc as security trustee ("Security Trustee") ("Second Supplemental Deed") relating to a debenture dated 7 June 2010 (as amended pursuant to a supplemental deed dated 2 February 2011) and made between (1) the Chargors as listed in schedule 1 thereto, (2) the Parent and (3) the Security Trustee ("Debenture").	
4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, surety or in any other capacity whatsoever or as the equivalent obligor under the laws of any other jurisdiction) of a Chargor to the Finance Parties, the Bi-lateral Ancillary Lender and to any of them under any of the Finance Documents and the Bi-lateral Ancillary Finance Documents together with</p> <p>(a) all costs, charges and expenses incurred by any Finance Party and the Bi-lateral Ancillary Lender in connection with the protection, preservation or enforcement of its rights under any of the Finance Documents and the Bi-lateral Ancillary Finance Documents, (continue in MG01_C1)</p>	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 LLOYDS TSB BANK PLC

Address 10 GRESHAM STREET

LONDON

Postcode E C 2 V 7 A E

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

1. AMENDMENTS

The parties to the Second Supplemental Deed agreed that, with effect from the Second Amendment and Restatement Date, the Debenture shall be amended so that

- (a) the following new definitions be added (alphabetically)

""First Amendment Date" means 21 December 2010,"

""First Amendment and Restatement Date" means 2 February 2011," and

""Second Amendment and Restatement Date" has the meaning given to it in the Facility Agreement, and

- (b) the definition of "Facility Agreement" shall be deleted and replaced with the following new definition

""Facility Agreement" means the term and revolving credit facility agreement originally dated 3 June 2010 and made between (1) the Parent and the various other companies as named in part I of schedule 1 to it (as Borrowers) (2) the Parent and the various other companies named in part I of schedule 1 to it (as Guarantors) (3) Clydesdale Bank plc (trading as Yorkshire Bank), HSBC Bank plc and Lloyds TSB Bank plc (together as the Arrangers), (4) Lloyds TSB Bank plc (as Agent and Security Trustee) (5) the financial institutions listed in part II of schedule 1 to it (as Lenders) and (6) the persons listed in part III of schedule 1 (as Hedge Counterparties) (as each such term is defined therein) as amended, restated, supplemented, novated and assigned from time to time including, without limitation, on the First Amendment Date pursuant to an amendment agreement dated 21 December 2010, on the First Amendment and Restatement Date pursuant to an amendment and restatement agreement dated 2 February 2011 and as further amended and restated on the Second Amendment and Restatement Date,"

(continue in MG01_C3)

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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

NONE

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 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X DA PPA UK LP

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 ALASTAIR CARRUTHERS

Company name DLA Piper UK LLP

Address 101 BARBIROLI SQUARE

Post town MANCHESTER

County/Region

Postcode M 2 3 D L

Country

DX DX: 14304 MANCHESTER

Telephone 08700 111 111



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk 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

(b) any refinancing, novation, refunding, deferral or extension of any of those obligations or liabilities;

(c) any further advances and additional facilities which may be made by any Finance Party or the Bi-lateral Ancillary Lender to a Chargor under any agreement expressed to be supplemental to any of the Finance Documents or the Bi-lateral Ancillary Finance Documents and all interest, fees and costs in connection therewith;

(d) any claim for damages or restitution in the event of rescission of any of those obligations or liabilities or otherwise in connection with any of the Finance Documents and the Bi-lateral Ancillary Finance Documents,

(e) any claim against a Chargor in relation to any of the Finance Documents and/or the Bi-lateral Ancillary Finance Documents flowing from the recovery by a Chargor of a payment or discharge in respect of any of those liabilities on grounds of preference or otherwise; and

(f) any amounts which would be included in any of the foregoing but for any discharge, non-provability, unenforceability and non-allowability of the same in any insolvency or other proceedings,

provided that no obligation or liability shall be included in this definition of "Secured Liabilities" to the extent that, if it were so included, the Debenture (or any part of it) would constitute unlawful financial assistance within the meaning of sections 678 to 680 of the Companies Act 2006 ("**Secured Liabilities**").

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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. CONFIRMATION AND REPETITION

(a) Each Chargor

- (i) acknowledged the terms of the Facility Agreement and the other Finance Documents (including, without limitation, the Amendment and Restatement Agreement), and
- (ii) agreed that, on and from the Second Amendment and Restatement Date, its obligations and liabilities under the Debenture continue in full force and effect and apply on the basis that references (directly or indirectly) in the Debenture to the "Facility Agreement" (including, without limitation, indirectly by reference to "Finance Documents") and to the "Finance Documents" shall be construed, by virtue of clause 1.2.8 of the Debenture, to be a reference to the Facility Agreement and the Finance Documents respectively, in each case, as amended by clause 2 (*Amendments*) of the Second Supplemental Deed (as described at paragraph 1 of this Form MG01) and as may be further amended, restated, supplemented or novated from time to time

(b) Each Chargor confirmed that

- (i) any Security created by it under the Debenture extends to the obligations (including, without limitation, the obligations and liabilities in respect of any and all Loans made available by any Lender) of the Obligors under the Finance Documents (including, without limitation, the Facility Agreement), and
- (ii) the Security created under the Debenture continues in full force and effect in accordance with its terms

3. CREATION OF FURTHER SECURITY IN FAVOUR OF THE SECURITY TRUSTEE

- (a) Each Chargor covenanted with the Security Trustee that it will comply with the provisions of clause 2 (*Covenant to pay*) of the Debenture as if the same were set out in the Second Supplemental Deed, *mutatis mutandis*
- (b) Each Chargor, as beneficial owner and with full title guarantee, charged to the Security Trustee (as agent and trustee for itself and each of the Secured Parties) as continuing and further security for the payment, discharge and performance of the Secured Liabilities by way of legal mortgage or fixed or floating charge (as referred to in respect of the relevant assets in the relevant sub-clause of clause 3 (*Fixed and floating charges*) of the Debenture), all its assets (and all rights in respect thereof) described in clauses 3.1 (*Fixed charges*), 3.2 (*Assignment*), and 3.3 (*Floating charge*) of the Debenture in the manner and to the extent described in clause 3 (*Fixed and floating charges*) of the Debenture, as if such clauses of the Debenture were set out in the Second Supplemental Deed in full, *mutatis mutandis* including, without limiting the generality of the foregoing
 - (i) legal mortgages over the properties described in part 1 (*Real property*) of schedule 2 (*Charged Assets*) of this Form MG01,
 - (ii) fixed charges over the shares described in part 2 (*Charged Shares*) of schedule 2 (*Charged Assets*) of this Form MG01,
 - (iii) assignments (and, if and to the extent that the assignments are not effective, fixed charges) over the Accounts described in part 3 (*Accounts*) of schedule 2 (*Charged*

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Particulars of a mortgage or charge

<div style="background-color: black; color: white; padding: 2px; text-align: center; width: 20px; margin: 0 auto;">6</div>	Short particulars of all the property mortgaged or charged	
Short particulars	<p>Please give the short particulars of the property mortgaged or charged</p> <p style="text-align: center;"><i>Assets</i>) of this Form MG01, and</p> <p style="text-align: center;">(iv) fixed charges over the Intellectual Property</p> <p>(c) In relation to the Security created by clause 4(b) of the Second Supplemental Deed (described at paragraph 3(b) of this Form MG01 above) (and the assets subject thereto), the Security Trustee shall have all rights expressed to be granted to it in respect of the Security created by the Debenture and is appointed attorney for each Chargor under the same terms as clause 14 (<i>Power of attorney</i>) of the Debenture</p> <p>(d) The Security created by the Chargors pursuant to clause 4(b) of the Second Supplemental Deed (described at paragraph 3(b) of this Form MG01 above) shall be separate and distinct from, and shall not merge with, the Security created by the Chargors pursuant to clause 3 (<i>Fixed and floating charges</i>) of the Debenture</p> <p>(e) Each Chargor undertakes with the Security Trustee to comply with the provisions of clause 9 (<i>Covenants</i>) of the Debenture as if the same were set out in the Second Supplemental Deed, <i>mutatis mutandis</i></p> <p>4. SUPPLEMENTAL PROVISIONS</p> <p>(a) The floating charge created by clause 4(b) of the Second Supplemental Deed (described at paragraph 3(b) of this Form MG01 above) is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986</p> <p>(b) To the extent that the Security Assets constitute "financial collateral" and the Second Supplemental Deed and the obligations of each Chargor thereunder constitute a "security financial collateral arrangement" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003 No 3226)) the Security Trustee shall have the right after the security has become enforceable to appropriate all or any part of such financial collateral in or towards the satisfaction of the Secured Liabilities. For this purpose, the value of such financial collateral so appropriated shall be such amount as the Security Trustee reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it</p> <p>5. CHARGORS' LIABILITIES</p> <p>5.1 Joint and several liabilities</p> <p>The covenants, agreements, obligations and liabilities of the Chargors contained in the Second Supplemental Deed or implied on their part are joint and several and shall be construed accordingly</p> <p>5.2 Liabilities survive deficiencies and releases</p> <p>Each Chargor agreed to be bound by the Second Supplemental Deed notwithstanding that any person intended to execute or to be bound by the Second Supplemental Deed or any other document may not do so or may not be effectually bound and notwithstanding that any guarantees, indemnities, other assurances against loss or Security contained in any other Security Document may be terminated or released or may be or become invalid or unenforceable against any other Chargor whether or not the deficiency is known to any of the Secured Parties</p> <p>6. CONTINUING SECURITY</p> <p>(a) The Second Supplemental Deed and the obligations of each Chargor under the Second</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

Supplemental Deed (including, without limitation, its obligations under clause 4 (*Creation of further Security in favour of the Security Trustee*)) shall extend to the ultimate balance from time to time owing in respect of the Secured Liabilities and shall be a continuing security notwithstanding any intermediate payment, partial settlement or other matter whatsoever

- (b) The Second Supplemental Deed shall, in relation to each Chargor, be read and construed as if it were a separate Second Supplemental Deed relating to each Chargor to the intent that if any Security created by any Chargor under the Second Supplemental Deed shall be invalid or liable to be set aside for any reason, this shall not affect any other Security created hereunder

7. FURTHER ASSURANCE

- (a) Each Chargor shall if and when at any time required by the Security Trustee execute such further Security and assurances in favour or for the benefit of the Security Trustee and the other Secured Parties and do all such acts and things as the Security Trustee shall from time to time reasonably require over or in relation to all or any of the Security Assets to secure the Secured Liabilities or to perfect or protect the Security Trustee's security over the Security Assets or any part thereof or to facilitate the realisation of the same
- (b) Any security document required to be executed by a Chargor pursuant to clause 8(a) of the Second Supplemental Deed will be prepared at the cost of that Chargor and will contain terms and conditions which are no more onerous than those contained in the Supplemental Deed or the Debenture

Definitions used in this form:

"Accession Deed" has the meaning given to it in the Facility Agreement,

"Accounts" means the accounts as listed in part 3 of schedule 2 to this form MG01,

"Agent" means Lloyds TSB Bank plc,

"Amendment and Restatement Agreement" means an amendment and restatement agreement to the Existing Facility Agreement dated on or around the date of this Supplemental Deed and made between (1) Daisy Group Plc as the Parent, (2) the companies listed in part of schedule 1 to it as Obligor, (3) Lloyds TSB Bank plc as the Agent and the Security Trustee, (4) the financial institutions listed in part 2 of schedule 1 to it as the Existing Lenders, (5) The Royal Bank of Scotland plc as the New Lender (as such term is defined in it), (6) Bank of Scotland plc as Bi-lateral Ancillary Lender, (7) Barclays Bank PLC, Clydesdale Bank plc (trading as Yorkshire Bank), HSBC Bank plc and Lloyds TSB Bank plc together as the Arrangers and (8) the persons listed in part 3 of schedule 1 to it as Hedge Counterparties,

"Ancillary Document" has the meaning given to it in the Facility Agreement,

"Ancillary Lender" has the meaning given to it in the Facility Agreement,

"Arranger" means Clydesdale Bank plc (trading as Yorkshire Bank), HSBC Bank plc and Lloyds TSB Bank plc,

"Bi-lateral Ancillary Finance Documents" has the meaning given to it in the Facility Agreement,

"Bi-lateral Ancillary Lender" has the meaning given to it in the Facility Agreement,

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="319 358 1037 392">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="319 459 1117 492">"Chargors" means the companies listed in Schedule 1 to this form MG01,</p> <p data-bbox="319 526 1189 560">"Compliance Certificate" has the meaning given to it in the Facility Agreement,</p> <p data-bbox="319 593 1500 896">"Existing Facility Agreement" means the revolving credit facility agreement originally dated 3 June 2010 and made between (1) the Parent and the various other companies as named in part I of schedule 1 to it (as Borrowers) (2) the Parent and the various other companies named in part I of schedule 1 to it (as Guarantors) (3) Clydesdale Bank plc (trading as Yorkshire Bank), HSBC Bank plc and Lloyds TSB Bank plc (together as the Arrangers), (4) Lloyds TSB Bank plc (as Agent and Security Trustee) (5) the financial institutions listed in part II of schedule 1 to it (as Lenders) and (6) the persons listed in part III of schedule 1 (as Hedge Counterparties) (as each such term is defined therein) as amended pursuant to an amendment agreement dated 21 December 2010, as further amended and restated pursuant to an amendment and restatement agreement dated 2 February 2011, as further amended pursuant to an amendment agreement dated 2 August 2011 and as further amended, restated, supplemented, novated and assigned from time to time,</p> <p data-bbox="319 929 1500 985">"Facility Agreement" means the Existing Facility Agreement as further amended on the Second Amendment and Restatement Date pursuant to the Amendment and Restatement Agreement,</p> <p data-bbox="319 1019 1037 1052">"Fee Letter" has the meaning given to it in the Facility Agreement,</p> <p data-bbox="319 1086 1500 1232">"Finance Documents" means the Facility Agreement, the Amendment and Restatement Agreement, any Accession Deed, any Ancillary Document, any Compliance Certificate, any Resignation Letter, any Fee Letter, any Transaction Security Document, any Utilisation Request, any Selection Notice, any Hedging Agreement, the Hedging Letter, the Intercreditor Agreement, and any other document designated as such by the Agent and the Parent (each term as defined in the Facility Agreement),</p> <p data-bbox="319 1265 1500 1321">"Finance Parties" means the Arrangers, the Agent, the Security Trustee, a Hedging Counterparty, a Lender or an Ancillary Lender and as defined in the Facility Agreement,</p> <p data-bbox="319 1355 1149 1388">"Hedging Agreement" has the meaning given to it in the Facility Agreement,</p> <p data-bbox="319 1422 1380 1478">"Hedging Counterparty" means the persons listed in part 3 of schedule 1 of the Amendment and Restatement Agreement,</p> <p data-bbox="319 1512 1093 1545">"Hedging Letter" has the meaning given to it in the Facility Agreement,</p> <p data-bbox="319 1579 1061 1612">"Intellectual Property" has the meaning given to it in the Debenture,</p> <p data-bbox="319 1646 1500 1792">"Intercreditor Agreement" means an intercreditor agreement entered into between (1) the Agent (2) the Original Lenders (as Senior Lenders) (3) the Bi-lateral Ancillary Lender (4) the Original Hedge Counterparties (5) the Parent (6) those companies whose details are set out in Part I of Schedule 1 thereto (as Subsidiaries) (7) those companies whose details are set out in Part II of Schedule 1 thereto (as Original Intra-Group Lenders) and (8) the Security Trustee (as each such term is defined in it),</p> <p data-bbox="319 1825 1005 1859">"Lender" has the meaning given to it in the Facility Agreement,</p> <p data-bbox="319 1892 981 1926">"Loan" has the meaning given to it in the Facility Agreement,</p> <p data-bbox="319 1960 1204 1993">"Obligors" means a Borrower or a Guarantor as defined in the Facility Agreement,</p> <p data-bbox="319 2027 1500 2049">"Parent" means Daisy Group plc, a company incorporated under the laws of England and Wales with number</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>3974683,</p> <p>"Resignation Letter" has the meaning given to it in the Facility Agreement,</p> <p>"Second Amendment and Restatement Date" has the meaning given to it in the Amendment and Restatement Agreement,</p> <p>"Secured Assets" means the Charged Assets as listed in schedule 2 to this form MG01,</p> <p>"Secured Parties" has the meaning given to it in the Intercreditor Agreement,</p> <p>"Security" means means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,</p> <p>"Selection Notice" has the meaning given to it in the Facility Agreement,</p> <p>"Transaction Security Document" has the meaning given to it in the Facility Agreement, and</p> <p>"Utilisation Request" has the meaning given to it in the Facility Agreement</p> <p>SCHEDULE 1: THE CHARGORS</p> <table border="1"> <thead> <tr> <th data-bbox="352 1137 560 1167">Name of Chargor</th> <th data-bbox="1062 1137 1297 1167">Registration number</th> </tr> </thead> <tbody> <tr> <td data-bbox="352 1211 571 1240">3G Comms Limited</td> <td data-bbox="1062 1211 1171 1240">04030048</td> </tr> <tr> <td data-bbox="352 1272 711 1301">Anglia Telecom Centres Limited</td> <td data-bbox="1062 1272 1171 1301">02114602</td> </tr> <tr> <td data-bbox="352 1332 951 1391">BNS Telecom Group Limited (formerly known as BNS Telecom Group Plc)</td> <td data-bbox="1062 1332 1171 1361">05523489</td> </tr> <tr> <td data-bbox="352 1422 557 1451">BNS Telecom Ltd</td> <td data-bbox="1062 1422 1171 1451">03228233</td> </tr> <tr> <td data-bbox="352 1482 655 1512">Daisy Communications Ltd</td> <td data-bbox="1062 1482 1171 1512">04145329</td> </tr> <tr> <td data-bbox="352 1543 541 1572">Daisy Group Plc</td> <td data-bbox="1062 1543 1171 1572">03974683</td> </tr> <tr> <td data-bbox="352 1603 628 1632">Daisy Telecoms Limited</td> <td data-bbox="1062 1603 1171 1632">06977942</td> </tr> <tr> <td data-bbox="352 1664 943 1722">Daisy Wholesale Limited (formerly known as Murphx Innovative Solutions Limited)</td> <td data-bbox="1062 1664 1171 1693">04211657</td> </tr> <tr> <td data-bbox="352 1747 1023 1805">Genesis Mobile Communications Limited (formerly known as NEG MBO Two Limited)</td> <td data-bbox="1062 1747 1171 1776">06263643</td> </tr> <tr> <td data-bbox="352 1836 697 1865">Managed Communications Ltd</td> <td data-bbox="1062 1836 1171 1865">05658559</td> </tr> <tr> <td data-bbox="352 1897 979 1955">Murphx Innovative Solutions Limited (formerly known as Tempest Technology Limited)</td> <td data-bbox="1062 1897 1171 1926">03215431</td> </tr> <tr> <td data-bbox="352 1984 708 2013">Network Europe Group Limited</td> <td data-bbox="1062 1984 1171 2013">02708690</td> </tr> </tbody> </table>		Name of Chargor	Registration number	3G Comms Limited	04030048	Anglia Telecom Centres Limited	02114602	BNS Telecom Group Limited (formerly known as BNS Telecom Group Plc)	05523489	BNS Telecom Ltd	03228233	Daisy Communications Ltd	04145329	Daisy Group Plc	03974683	Daisy Telecoms Limited	06977942	Daisy Wholesale Limited (formerly known as Murphx Innovative Solutions Limited)	04211657	Genesis Mobile Communications Limited (formerly known as NEG MBO Two Limited)	06263643	Managed Communications Ltd	05658559	Murphx Innovative Solutions Limited (formerly known as Tempest Technology Limited)	03215431	Network Europe Group Limited	02708690
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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

SpiriTel Limited (formerly SpiriTel plc)	05035921
SpiriTel Mobile Limited	04232789
Surgery Line Limited	05134704
Vialtus Holdings Limited	06904951
Vialtus Solutions Limited	06776769

SCHEDULE 2 CHARGED ASSETS

Part 1- Real property

Freehold Properties	Legal owner

Part 2: Charged Shares

Name of Chargor	Name of Subsidiary	Number and class of Charged Shares
Daisy Group plc (03974683)	Daisy Telecoms Limited (06977942)	1 Ordinary Share of £1 each
	Managed Communications Ltd (05658559)	22,210 Ordinary Shares of £1 each
	Freedom4 Limited (05751878)	200 Ordinary Shares of £0 01 each 140,659 Preferred Shares of £0 01 each 1,929 Preference Shares of £0 01 each
	Daisy Communications Ltd (04145329)	159,241 Ordinary Shares of £0 00001 each
	Daisy Wholesale Limited (4211657)	1,000 Ordinary Shares of £0 10 each
	International VoIP Communications Limited (7760937)	1 Ordinary Share of £1 each
BNS Telecom Group Limited (05523489)	BNS Telecom Ltd (03228233)	82,500 Ordinary Shares of £1 each

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Short particulars

	Chamber Telecom Limited (7128356)	1 Ordinary Share of £1 each
	Cheapercalls com Limited (7128334)	1 Ordinary Share of £1 each
	Genesis Mobile Communications Group Limited (07128341)	1 Ordinary Share of £1 each
BNS Telecom Ltd (03228233)	Modus Telecom Limited (04528921)	392 Ordinary Shares of £1 each
Daisy Communications Ltd (04145329)	3G Comms Limited (04030048)	94,000 Ordinary Shares of £1 each
	Aerofone (UK) Limited (02544334)	12,550 A Ordinary Shares of £1 each 12,550 B Ordinary Shares of £1 each 1,164,021 Redeemable Preference Shares of £1 each
	My Servassure Limited (04808553)	100 Ordinary Shares of £1 each
	Genesis Mobile Communications Limited (formerly known as NEG MBO Two Limited (06263643)	10,000 Ordinary Shares of £0 10 each
	Vialtus Holdings Limited (06904951)	1,024 Ordinary Shares of £1 each
	SpiriTel Limited (formerly SpiriTel plc) (05035921)	674,373,821 Ordinary Shares of £0 01 each
	BNS Telecom Group Limited (05523489)	52,269,929 Ordinary Shares of £0 1 each
	IP Integration Network Services Limited (05202251)	50 Ordinary A Shares of £1 each 50 Ordinary B Shares of £1 each
	Daisy Mobile Holdings Limited (6027047)	859,400 Ordinary Shares of £0 0001 each
Daisy Wholesale Limited (4211657)	Murphx Innovative Solutions Limited (3215431)	2 Ordinary Shares of £1 each
	O-Bit Telecom Limited (4365519)	1000 Ordinary Shares of £1 each
Daisy Telecoms Limited (06977942)	Anglia Telecom Centres Limited (02114602)	2,684,267 Ordinary Shares of £0 01 each
	Symphony Telecom Limited (03252692)	50,100 Ordinary Shares of £1 each

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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

Genesis Mobile Communications Limited (formerly known as NEG MBO Two Limited (06263643))	Surgery Line Limited (05134704)	1,000 Ordinary Shares of £0.1 each
	NEG Telecom Limited (03232548)	200 Ordinary Shares of £1 each
	Tempest Technology Limited (05589159)	100 Ordinary Shares of £1 each
	SpiriTel Limited (formerly SpiriTel plc) (05035921)	A D K Communications Limited (04704237)
		100 Ordinary A Shares of £1 each, 99 Ordinary B Shares of £1 each, and 99 Ordinary C Shares of £1 each
		Spiritel Callplan Limited (04990232)
		100 Ordinary Shares of £1 each
		Spiritel Mobile Limited (04232789)
		100 Ordinary Shares of £1 each
		Spiritel Networks Limited (03912165)
		2,036,658 Ordinary Shares of £1 each
		Spiritel Networks (London) Limited (04034215)
		6877867 Ordinary Shares of £1 each
		Spiritel Network Services Limited (03738463)
		5100 Ordinary Shares of £0.01 each, 4900 Ordinary A Shares of £0.01 each, and 96,900 Ordinary B Shares of £0.01 each
		Spiritel Technologies Limited (05556346)
		107,000 Ordinary Shares of £0.5 each
	SpiriTel Mobile Limited (04232789)	Mobotel Management Limited (07037392)
		100 Ordinary Shares of £1 each
	Surgery Line Limited (05134704)	SpiriTel Housing Communications Limited (03561483)
		1000 Ordinary Shares of £1 each
	Surgery Line Limited (05134704)	Network Europe Group Limited (02708690)
		25,000 Ordinary A Shares of £1 each
	Vialtus Holdings Limited (06904951)	NEG Engineering Limited (03463724)
		100 Ordinary Shares of £1 each
	Vialtus Solutions Limited (06776769)	Vialtus Solutions Limited (06776769)
		76 A Ordinary Shares of £1 each 24 B Ordinary Shares of £1 each
	Vialtus Solutions Limited (06776769)	BNS Mobile Limited (06948160)
		2 Ordinary Shares of £1 each
		Daisy Data Solutions Limited (04787104)
	Vialtus Limited (02911688)	3,000,100 Ordinary Shares of £1 each
		100 Ordinary Shares of £1 each

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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

GX Networks UK Limited (03584619)	2 Ordinary Shares of £1 each
CIX Holdings Limited (04781727)	1,000,001 Ordinary Shares of £1 each

Part 3: Accounts

Name of Chargor	Account Bank	Sort Code	Account Number	Status
Daisy Group Plc	Bank of Scotland plc	80-11-80	06045646	Closed
	Bank of Scotland plc	80-11-80	06013388	Active
	Bank of Scotland	12-08-95	06095345	Active
	Bank of Scotland	12-08-95	06092419	Active
	Bank of Scotland	12-08-95	06095345	Active
	Bank of Scotland	12-08-95	06092419	Active
Daisy Communications Ltd	Bank of Scotland plc	12-08-95	06083918	Closed
	Bank of Scotland plc	12-08-95	06076136	Active
	Bank of Scotland	12-08-95	06095708	Active
	Bank of Scotland	12-08-95	06095687	Active
	Bank of Scotland	12-08-95	06092216	Active
	Bank of Scotland	12-08-95	06092195	Active
	Bank of Scotland	12-08-95	06092208	Active
	Bank of Scotland	12-08-95	06092224	Active
	Bank of Scotland	12-08-95	06095695	Active
	Barclays Bank PLC	20-07-71	80072567	Closed
	Barclays Bank PLC	20-40-09	30671282	Active
	Barclays Bank PLC	20-40-09	56398088	Closed
	Barclays Bank PLC	20-40-09	60540498	Closed
Daisy Telecoms Limited	Bank of Scotland plc	12-08-95	06970654	Active

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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

	Bank of Scotland plc	12-08-95	06970873	Active	
	Bank of Scotland plc	12-08-95	06970881	Active	
	Bank of Scotland plc	12-08-95	06970902	Closed	
	Barclays Bank PLC	20-71-06	60304247	Closed	
	Barclays Bank PLC	20-71-06	60673757	Closed	
	Barclays Bank PLC	20-71-06	76602299	Closed	
	Barclays Bank PLC	20-71-06	63693244	Closed	
	Barclays Bank PLC	20-71-06	80355542	Closed	
	Barclays Bank PLC	20-71-06	90723002	Closed	
	Barclays Bank PLC	20-71-06	50165905	Closed	
	Barclays Bank PLC	20-71-06	20775452	Closed	
Daisy Wholesale Limited	Bank of Scotland plc	12-08-95	06087644	Active	
Anglia Telecom Centres Limited	Bank of Scotland plc	12-08-95	06090026	Active	
Vialtus Solutions Limited	Barclays Bank PLC	20-00-00	93035018	Closed	
	Barclays Bank PLC	20-00-00	83822399	Closed	
	Barclays Bank PLC	20-00-00	63427617	Closed	
	Barclays Bank PLC	20-00-00	78186044	Closed	
Managed Communications Ltd	National Westminster Bank Plc	60-14-03	51765241	Active	
	National Westminster Bank Plc	60-14-03	51769948	Active	
	Bank of Scotland	12-08-95	06092582	Active	
Network Europe Group Limited	Barclays Bank PLC	20-78-58	50762032	Active	
	Barclays Bank PLC	20-78-58	30530913	Closed	

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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

	Barclays Bank PLC	20-78-58	13942317	Closed	
	Bank of Scotland	12-08-95	06095281	Active	
	Bank of Scotland	12-08-95	06095273	Active	
Daisy Wholesale Limited	Bank of Scotland	12-08-95	06093374	Active	
Vialtus Solutions Limited	Bank of Scotland	12-08-95	06093235	Active	
SpiriTel Limited	Clydesdale Bank PLC West End Financial Centre SW1Y 4ND	82-60-13	70113652	Closed	
Spiritel Mobile Limited	Bank of Scotland	12-08-95	06095337	Active	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2708690
CHARGE NO. 8**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECOND SUPPLEMENTAL DEED
DATED 13 APRIL 2012 AND CREATED BY NETWORK EUROPE
GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM A CHARGOR TO THE FINANCE PARTIES,
THE BI-LATERAL ANCILLARY LENDER AND TO ANY OF THEM
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 20 APRIL 2012**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 APRIL 2012

OX



Companies House
— for the record —



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