

MG01

Particulars of a mortgage or charge



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.

WEDNESDAY



SA8ERH0W

SCT

27/01/2010

134

COMPANIES HOUSE

1

Company details

Company number

0 2 9 1 1 6 6 8

Company name in full

Vialtus Limited (the "Company")

For official use

→ **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 d2 m0 m1 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

Debenture (the "Deed")

4

Amount secured

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

Amount secured

All or any monies, liabilities and obligations, whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, surety or otherwise, which are now or may at any time hereafter (whether before or at any time after demand) be or become due in any manner by the Company to the Secured Parties under the Facilities Agreement and the other Finance Documents, and all or any monies, liabilities and obligations due by the Company under or pursuant to the Deed (the "Secured Obligations").

Please see the property mortgaged or charged continuation page for all definitions.

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	Bank of Scotland Plc (SC327000)		
Address	The Mound, Edinburgh		
	(the "Security Trustee")		
Postcode	E H 1 1 Y Z		
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	Please see sections 1 (<i>Fixed Security</i>), 2 (<i>Floating Charge</i>) and 3 (<i>Negative Pledge</i>) of the continuation page for the details of the property mortgaged or charged and for all definitions.		

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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

N/A

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 *For Mifflin LLP* X
John Mifflin

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 Tanja Saravolac

Company name MCGRIGORS LLP

Address Princes Exchange

1 Earl Grey Street

Post town

County/Region

Postcode E H 3 9 A Q

Country

DX DX ED 723301 EDINBURGH 43

Telephone 0131 777 7000



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:

- ☒ [x] The company name and number match the information held on the public Register.
- ☒ [x] You have included the original deed with this form.
- ☒ [x] You have entered the date the charge was created.
- ☒ [x] You have supplied the description of the instrument.
- ☒ [x] You have given details of the amount secured by the mortgagee or chargee.
- ☒ [x] You have given details of the mortgagee(s) or person(s) entitled to the charge.
- ☒ [x] You have entered the short particulars of all the property mortgaged or charged.
- ☒ [x] You have signed the form.
- ☒ [x] 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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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge.	
Amount secured	<p>1. FIXED SECURITY</p> <p>1.1 Mortgages and charges</p> <p>1.1.1 Land</p> <p>The Company charges:</p> <p>(a) by way of first legal mortgage, all estates and interests in the Specified Properties and all other freehold or leasehold properties now or hereafter belonging to it together with the Properties and the Ancillary Rights pertaining to them;</p> <p>(b) by way of first legal charge (to the extent not effectively mortgaged under paragraph (a) above, or any other present or future mortgage in favour of the Security Trustee), all estates and interests in all freehold or leasehold properties now or hereafter belonging to it together with the Properties and the Ancillary Rights pertaining to them.</p> <p>1.1.2 Plant and Machinery</p> <p>The Company charges by way of first fixed charge, all plant, machinery and other chattels now or hereafter owned by it and its interest in all plant, machinery and other chattels held by it under any lease, licence, hire or rental contract or other arrangement (excluding any forming part of its stock in trade or work in progress) together with the benefit of all hiring, leasing or rental contracts in respect of any such plant, machinery or chattels hired, leased or rented by it to any other person, and any guarantees, indemnities and Security Interests for the performance of such person's obligations now or hereafter held or enjoyed by it in relation thereto.</p> <p>1.1.3 Credit balances</p> <p>The Company charges by way of first fixed charge, all monies, whether principal or interest, accrued or accruing, now or at any time hereafter deposited in or otherwise standing to the credit of each Account, and any other present or future account of the Company with the Account Bank the debts thereby represented, and all other rights and benefits in connection therewith.</p> <p>1.1.4 Rental Income</p> <p>The Company charges by way of first fixed charge (except to the extent the subject of a valid fixed Security Interest under any other provision of the Deed), all Rental Income together with the benefit of all guarantees, indemnities, Security Interests and other rights of any nature now or hereafter held or enjoyed by it in relation thereto.</p>	

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Amount secured

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

Amount secured

1.1.5 Miscellaneous

the Company charges by way of first fixed charge:

- (a) the benefit of all statutory or regulatory licences, permissions, consents or authorisations held by it in connection with its business or the use of any Security Asset and any right to payment of compensation thereunder;
- (b) all sums, realised or recovered by any liquidator or administrator of the Company pursuant to Part VI of the Insolvency Act 1986;
- (c) its goodwill; and
- (d) its uncalled capital.

1.2 Assignments

1.2.1 Insurances

The Company assigns absolutely by way of security, the benefit of and its whole present and future rights and claims under or in respect of, the all Insurances including without limitation, all rights to submit, negotiate and settle claims, and all monies now or hereafter payable thereunder, including return of premiums.

1.2.2 Rental income

The Company assigns absolutely by way of security, all Rental Income, and the benefit of all guarantees, indemnities and Security Interests now or hereafter held or enjoyed by it in relation thereto.

1.2.3 Hedging Agreements

The Company assigns absolutely by way of security, the benefit of and its whole present and future rights under the Hedging Agreements.

2. FLOATING CHARGE

In security for the payment and discharge of the Secured Obligations, the Company, with full title guarantee, charges by way of first floating charge, its whole undertaking, property, rights and assets, present and future, except to the extent they are effectively mortgaged, charged or assigned by way of mortgage, fixed charge or assignment under or pursuant to the Deed (including any such property rights or assets comprised in a charge which is reconverted under Clause 3.5 (Reconversion) of the Deed), or any other mortgage, fixed charge or assignment in favour of the Security Trustee.

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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

3. **NEGATIVE PLEDGE**

The Company shall not create or permit to subsist any Security Interest on any of the Security Assets other than any Permitted Security Interest.

DEFINITIONS

The following words shall have the following meanings:

"Account Bank" means any other bank, financial institution or other person with whom the Company holds an account;

"Accounts" means any account held by the Company with an Account Bank, and as at the date of the Deed and includes the Accounts (if any) more particularly described in Part 1 of Schedule 6 of the Deed and "Account" means any one of them;

"Ancillary Rights" means the benefit of all covenants, leases, tenancies, agreements, licences, rights, conditions or encumbrances relating to the Mortgaged Properties and all monies paid or payable thereunder;

"Facilities Agreement" means the agreement so called dated 17 April 2008 between, amongst others, Daisy Communications Ltd as Parent and Original Borrower, the Subsidiaries named therein, the Security Trustee as Arranger, Agent, Security Trustee and Original Lender, amended by the amendment letter dated 17 July 2009, as further amended by the amendment letter dated on or around the date of the Deed and as the same may be further amended, restated, supplemented or novated from time to time;

"Insurances" means all policies or contracts of insurance or assurance now or hereafter effected by the Company or on its behalf or in which it may have an interest;

"Mortgaged Properties" means all freehold or leasehold properties from time to time forming part of the Security Assets and includes the Specified Properties;

"Occupational Lease" means any occupational lease or licence or other right of occupation to which any Property may be subject from time to time;

"Occupational Tenant" means a tenant, licensee or other occupier under any Occupational Lease;

"Permitted Security Interest" means:

- (a) any lien arising by operation of law and in the ordinary course of business and not as a result of any default or omission by an Obligor;
- (b) any Security Interest arising under any Finance Document; or
- (c) any Security Interest created or outstanding with the prior written consent of the Agent;

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Please give the short particulars of the property mortgaged or charged.

Short particulars

"Rental Income" means the aggregate of all amounts payable to or for the benefit or account of the Obligor in connection with the letting or licensing of the Properties or any part of them, including (but not limited to):

- (a) rent and/or licence fees (and any amount equivalent to it) payable whether variable or not and however or whenever described, reserved or made payable;
- (a) sums received by an Obligor from any deposit held as security for performance of any tenant's obligations;
- (b) any other moneys payable in respect of occupation and/or usage of a Property (including any car parks forming part of any Property) and every fixture and fitting in it and any and every fixture on it for display or advertisement, on licence or otherwise;
- (c) any profits, damages, compensation, settlement or expenses for or representing loss of rent or interest on them awarded or agreed to be payable as a result of any proceedings taken or claim made for the same net of any costs, fees and expenses paid (and which have not been reimbursed to, and which are not recoverable by, an Obligor from any party) in furtherance of such proceedings so taken or claim so made;
- (d) any moneys payable under any policy of insurance in respect of loss of rent or interest thereon;
- (e) any sum payable or the value of any consideration to be given by or on behalf of any Occupational Tenant for the surrender or variation of any Occupational Lease;
- (f) any sum payable by any guarantor of any Occupational Tenant; and
- (g) any interest payable on any sum referred to above and any damages, compensation or settlement payable in respect of the same;

"Security Assets" means all or any part of or interest in the undertaking, property, rights and assets of the Company which now or at any time hereafter are or are expressed to be the subject of any Security Interest created or purported to be created by or pursuant to the Deed;

"Security Interest" means a floating charge, standard security, debenture, mortgage, charge, pledge, lien or other security interest of any kind; and

"Specified Properties" means the freehold or leasehold properties specified in Schedule 2 of the Deed.

"Agent", "Finance Documents", "Hedging Agreements", "Obligor", "Properties" and "Secured Parties" shall have the meaning as defined in the Facilities Agreement.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2911668
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 22 JANUARY
2010 AND CREATED BY VIALTUS LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
THE SECURED PARTIES 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 27 JANUARY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1 FEBRUARY
2010

*DX
JEL*



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES