

MG01

Particulars of a mortgage or charge

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Oyez

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 for**
You cannot use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland. To do this you must use
form MG01s



A06 *A1N29UI2* #86 please
04/12/2012
COMPANIES HOUSE
house.gov.uk

1	Company details	1 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> For official use
Company number	0 4 8 3 1 9 7 6	Filling 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	Monitise Europe Limited (the "Chargor")	
2	Date of creation of charge	
Date of creation	29 11 2012	
3	Description	
Description	Mortgage debenture (the "Debenture")	
4	Amount secured	
Amount secured	<p>Please give us details of the amount secured by the mortgage or charge</p> <p>All monies which now are or at any time hereafter may be or become due or owing by the Chargor to the Bank, whether actual or contingent, now existing or hereafter incurred by the Chargor to the Bank (and whether due, owing or incurred by the Chargor alone or jointly with any other person(s) and in whatever name, form or style and whether as principal or surety) (including, but not limited to, under or in connection with the Loan Documents) and all other monies and liabilities payable or to be discharged by the Chargor under or pursuant to the Debenture (together the "Secured Obligations")</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	
Name	Silicon Valley Bank (the "Bank")
Address	41 Lothbury
	London
Postcode	E C 2 R 7 H F
Name	
Address	
Postcode	

Continuation page

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

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged	
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Continuation page

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

Short particulars

The clause numbers in this section 6 correspond to the same clauses in the Debenture

3. Mortgages and Charges

3.1 Mortgages and Fixed and Floating Charges

(a) The Chargor, with full title guarantee, hereby (and to the intent that the security so constituted shall be a continuing security in favour of the Bank) charges for the payment and discharge of the Secured Obligations:

(i) By way of first fixed charge the following namely

(A) the Designated Account;

(B) the RBS Accounts,

(C) any other accounts with banks and the moneys deposited therein and interest accruing;

(D) all Receivables,

(E) all arrears and claims arising in respect of Receivables, together with the full benefit of all guarantees and securities therefore and indemnities in respect thereof and all liens, reservations of title, rights of tracing and other rights enabling the Chargor to enforce any such debts or claims;

(F) the benefit of all insurance policies and contracts of insurance relating to the Collateral and all moneys payable under any such policies and contracts and all VAT payable on the same;

(G) the Chargor's rights now or hereafter to recover any VAT on any supplies made to it relating to the Collateral and any sums so recovered;

[please see attached continuation page]

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(H) the benefit of all contracts, deeds, undertakings, agreements, rights, warranties, securities, covenants, guarantees, bonds and indemnities of any nature now or at any time entered into by or enjoyed by or held by the Chargor (including but without limitation any deposit or other sum paid by way of security or paid under any contract for the sale of the Collateral or any part thereof or under any option contract relating to the Collateral (whether or not such deposit is forfeited), and all compensation paid in relation to the Collateral) and all VAT payable on the same,

(I) all other stocks, shares, debentures, loan capital, rights to subscribe for, convert other securities into or otherwise acquire any stocks, shares, debentures and loan capital of any other body corporate now or at any time hereafter belonging to the Chargor, together with all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing,

(J) the goodwill of the Chargor and its uncalled capital now or at any time hereafter in existence and future calls (whether made by the directors of the Chargor or by a Receiver appointed hereunder or a liquidator),

(K) all and any sums payable, by purchasers or others, upon the disposal (whether by transfer, assignment or otherwise) of, or the grant or creation of, any interest in the Collateral or any part thereof, and including any other sums of a capital nature derived from the Collateral or any part thereof, after deduction in each case of all reasonable costs and expenses directly and properly incurred in connection with such disposal, grant or creation,

(L) all chattels now or at any time hereafter owned, hired, leased or rented by the Chargor to any other person together in each case with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligations of any person under or in respect of such contract insofar as the same are capable of being charged; and

(ii) by way of first floating charge the whole of the Chargor's undertaking and all its property, rights and assets (including all present and future IP Rights) whatsoever and wheresoever, present and future, other than any property or assets from time to time or for the time being effectively charged to the Bank by way of fixed charge or assigned to the Bank by sub-clause (a) of Clause 3 1 of the Debenture or otherwise pursuant to the Debenture

(b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to any floating charge created by the Debenture

4. Restrictions on other Securities and Disposals

Negative Pledge

The Chargor shall not at any time without the prior written consent or agreement of the Bank (and to the intent that any purported dealing in contravention of Clause 4 of the Debenture shall be void and of no effect):

[please see attached continuation sheet]

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(a) create, or purport to create, extend or permit to subsist any Security Interest, whether in any such case ranking in priority to or pari passu with or after the fixed and floating charges created by the Chargor under Clause 3.1(a) of the Debenture or any other security of the Bank created pursuant to the Debenture or any security interest of any kind over the IP Rights in each case other than the Permitted Security Interests; or

(b) save as permitted by the Loan Agreement sell, transfer, lease, lend or otherwise dispose of whether by means of one or a number of transactions related or not and whether at one time or over a period of time, any asset which is expressed to be charged pursuant to Clause 3.1(a) of the Debenture, except any asset which is expressed to be charged pursuant to Clause 3.1(a)(ii) which the Chargor sells, transfers, leases, lends or otherwise disposes of within the ordinary course of its business.

5. Perfection of the Bank's Security

5.1 Further Assurance

The Chargor shall from time to time, whensoever reasonably requested by the Bank and at the Chargor's cost, execute in favour of the Bank, or as it may direct, such further or other legal assignments, transfers, mortgages, legal or other charges or securities as in each such case the Bank shall reasonably stipulate over the Chargor's estate or interest in any property or assets of whatsoever nature or tenure and wheresoever situate and forming part of the Collateral for perfecting the security intended to be created by the Debenture and for facilitating the realisation of the Collateral. Without prejudice to the generality of the foregoing, such assignments, transfers, mortgages, legal or other charges, or securities shall be in such form as shall be prepared on behalf of the Bank and may contain provisions such as are contained in this form MG01 or provisions to the like effect and/or such other provisions of whatsoever kind as the Bank shall reasonably consider requisite for the improvement or perfection of the security constituted by or pursuant to the Debenture (but not otherwise). The obligations of the Chargor under Clause 5.1 of the Debenture shall be in addition to and not in substitution for the covenants for further assurance deemed to be included in this form MG01 by virtue of the Law of Property (Miscellaneous Provisions) Act 1994

7. Conversion of Floating Charge

7.1 By Notice

The Bank shall be entitled at any time after having been requested so to do by the Chargor or after a demand for payment of all or part of the Secured Obligations has been made or if the Bank reasonably considers such assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy, by notice in writing to the Chargor to convert the floating charge created by Clause 3.1(a)(ii) of the Debenture into a fixed charge affecting all the property and assets which for the time being are the subject of such floating charge or, as the case may be, such of the said property and assets as are specified by such notice. This provision shall not preclude the floating charge from becoming fixed in any of the events in which under the Debenture or under the general law it would do so

[please see attached continuation sheet]

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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>7.2 Automatic Conversion</p> <p>The floating charge created by the Debenture shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge:</p> <ul style="list-style-type: none"> (a) on the convening of any meeting of the members of the Chargor to consider a resolution to wind the Chargor up (or not to wind the Chargor up), (b) on the presentation of a petition (other than a frivolous or vexatious petition) to wind the Chargor up, (c) on the taking of any steps (including without limitation, the making of an application or the giving of any notice) by the Chargor or any other person for the appointment of an administrator in respect of the Chargor; or (d) if the Chargor fails to comply with any of its obligations under Clause 4 or Clause 6 of the Debenture <p><i>In this form MG01, the defined terms have the following meanings</i></p> <p>"Borrowers" is as defined in the Loan Agreement</p> <p>"Collateral" means the property, assets and income of the Chargor for the time being mortgaged, assigned or charged (whether by way of fixed or floating charge) to the Bank by or pursuant to the Debenture and each and every part thereof.</p> <p>"Designated Account" means the Euro account in the name of the Chargor held at the Bank or such additional, replacement or alternative accounts as may be approved in advance by the Bank from time to time.</p> <p>"IP Rights" means all present and future copyrights, patents and all registered patents owned by the Chargor from time to time and all registered designs owned by or licensed by or to the Chargor from time to time, all trademarks, service marks, brand names, domain names and/or business names, inventions, design rights, rights in computer software, database rights, rights to use and to protect the confidentiality of confidential information (including know how and trade secrets) and all other intellectual property rights whatsoever whether registered or unregistered and all similar rights which subsist or will subsist in all or any part of the world in which the Chargor is legally, beneficially or otherwise interested</p> <p>"Loan Agreement" means the loan agreement dated 29 November 2012 between the Chargor, the Borrowers and the Bank.</p> <p>"Loan Documents" is as defined in the Loan Agreement.</p> <p>"Permitted Security Interests" is as defined in the Loan Agreement.</p> <p>"RBS" means The Royal Bank of Scotland plc.</p> <p><i>[please see attached continuation sheet]</i></p>

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Particulars of a mortgage or charge



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Short particulars

"RBS Accounts" means the accounts in the name of the Chargor held at RBS or such additional, replacement or alternative accounts as may be approved in advance by the Bank from time to time, as more particularly set out in the Debenture.

"Receivables" is as defined in the Loan Agreement


"Receiver" means a receiver receivers or receiver and manager appointed by the Bank under the Debenture

"Security Interest" means any mortgage, charge, pledge, lien, hypothecation, encumbrance, assignment, trust arrangement, title retention, or other security interest (other than a lien arising in the ordinary course of business by operation of law).

"VAT" means Value Added Tax payable pursuant to the provisions of the Value Added Tax Act 1994 or any other tax amending, replacing or substituting the same.

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7	Particulars as to commission, allowance or discount (if any)	
Commission allowance or discount	<p>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</p> <ul style="list-style-type: none">- subscribing or agreeing to subscribe, whether absolutely or conditionally, or- procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p> <p>Nil</p>	
8	Delivery of instrument	
	<p>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).</p> <p>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).</p>	
9	Signature	
Signature	<p>Please sign the form here</p> <p>Signature</p> <p>×  ×</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

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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
SCE/0990321

Company name
Osborne Clarke

Address
One London Wall

London

Post town

County/Region

Postcode
E C 2 Y S E B

Country

DX
DX 466 London

Telephone
+44 (0) 20 7105 7460



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 enquires@companieshouse.gov.uk

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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4831976
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A MORTGAGE DEBENTURE DATED
29 NOVEMBER 2012 AND CREATED BY MONITISE EUROPE
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO SILICON VALLEY BANK 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 4 DECEMBER
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 DECEMBER
2012

OK



Companies House



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