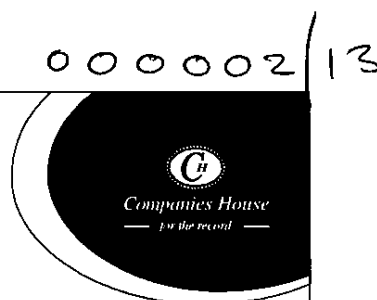


MG01

Particulars of a mortgage or charge



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 re-
gister particulars of a charge for a S
company. To do this, please use
form MG01s

THURSDAY



A14 *A7R77PLW* 131
02/12/2010
COMPANIES HOUSE

1	Company details	2 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> For official use
Company number	7 1 5 3 1 3 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	Mobile Money Network Limited	
2	Date of creation of charge	
Date of creation	d 1 d 5 m 1 m 1 y 2 y 0 y 1 y 0	
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, dated 15 November 2010 between Best Buy Europe Distributions Limited ("Lender") and Mobile Money Network Limited ("Borrower") ("Deed")	
4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	Continuation page Please use a continuation page if you need to enter more details
Amount secured	All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of the Borrower to the Lender under or pursuant to the shareholder loan agreement of 15 November 2010 between the Lender and Borrower and the Deed (including all monies covenanted to be paid under the Deed)	

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Particulars of a mortgage or charge

5**Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Name **Best Buy Europe Distributions Limited**

Address **1 Portal Way**

London

Postcode **W 3 6 R S**

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

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

Short particulars

1 FIXED SECURITY

The Borrower charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by the Borrower, or in which it from time to time has an interest

(a) by way of first legal mortgage all Property (if any) at the date of this Deed vested in, or charged to, the Borrower,

(b) by way of first fixed charge

(i) all other Property and all interests in Property (not charged by clause 1 1(a) above), and

(ii) all licences to enter upon or use land and the benefit of all other agreements relating to land,

(c) by way of first fixed charge all plant and machinery (not charged by clauses 1 1(a) or 1 1(b) above) and the benefit of all contracts, licences and warranties relating to the same,

(d) by way of first fixed charge

(i) all computers, vehicles, office equipment and other equipment (not charged by clause 1 1(c) above), and

(ii) the benefit of all contracts, licences and warranties relating to the same, other than any which are for the time being part of the Borrower's stock-in-trade or work-in-progress),

(e) by way of

(i) first fixed charge all Charged Securities,

in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which the Borrower may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments,

(f) by way of first fixed charge all accounts with any bank, financial institution or other person and all monies at any time standing to the credit of such accounts, together with all interest from time to time accrued or accruing on such monies and all rights to repayment of any of the foregoing,

(g) by way of first fixed charge all Intellectual Property,

(h) by way of first fixed charge (to the extent not otherwise charged or assigned in this Deed)

(i) the benefit of all licences (excluding the MIL Licence), consents, agreements and authorisations held or used in connection with the business of the Borrower or the use of any of its assets, and

(ii) any letter of credit issued in favour of the Borrower and all bills of exchange and other negotiable instruments held by it, and

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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>(i) by way of first fixed charge all of the goodwill and uncalled capital of the Borrower</p> <p>For the avoidance of doubt no Security Interest will arise under this Deed in respect of the Licensed Assets which are specifically excluded from the Security For the avoidance of doubt any New IPR shall not be excluded from the Security</p> <p>2 FLOATING CHARGE</p> <p>The Borrower charges and agrees to charge by way of first floating charge all of its present and future assets and undertaking (wherever located) (excluding the MIL Licence) which are not effectively charged or assigned by way of first fixed mortgage or charge or assigned pursuant to clause 1 1 (Fixed charges) or any other provision of this Deed</p> <p>3 CONVERSION OF FLOATING CHARGE</p> <p>3 1 Conversion by notice</p> <p>The Lender may, by written notice to the Borrower, convert the floating charge created under this Deed into a fixed charge as regards all or any of the assets of the Borrower specified in the notice if</p> <p>(a) an Event of Default (as defined in the Deed) has occurred and is continuing, or</p> <p>(b) the Lender (acting reasonably) considers any Security Assets (whether or not those specified in the notice) 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</p> <p>3 2 Small companies</p> <p>The floating charge created under this Deed by the Borrower shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of the Borrower</p> <p>3 3 Automatic conversion</p> <p>The floating charge created under this Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge</p> <p>(a) in relation to any Security Asset which is subject to a floating charge if</p> <p>(i) the Borrower creates (or attempts or purports to create) any Security Interest</p> <p>(ii) (other than a Permitted Security Interest) on or over the relevant Security Asset without the prior written consent of the Lender, or</p> <p>(iii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset, and</p> <p>(b) over all Security Assets which are subject to a floating charge if an administrator is appointed in respect of the Borrower or the Lender receives notice of intention to appoint such an administrator</p> <p>3 4 Partial conversion</p> <p>The giving of a notice by the Lender pursuant to clause 3 1 (Conversion by notice) in relation to any class of assets of the Borrower shall not be construed as a waiver or abandonment of the rights of the Lender to serve similar notices in respect of any other class of assets or of any other right of the Lender</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

4 CONTINUING SECURITY

4 1 Continuing security

The Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. This Deed shall remain in full force and effect as a continuing security for the duration of the Security Period.

4 2 Additional and separate security

This Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security Interest which the Lender may at any time hold for any Secured Obligation.

4 3 Right to enforce

This Deed may be enforced against the Borrower without the Lender first having recourse to any other right, remedy, guarantee or security held by or available to it.

DEFINITIONS APPLICABLE TO SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities,

"Charged Securities" means all stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of this Deed) now or in future owned (legally or beneficially) by the Borrower or in which the Borrower has an interest at any time,

"CD LLP" means The Hamilton Trust LLP a limited liability partnership registered in England and Wales (registered number OC359360) whose registered office is at 1 Portal Way, London W3 6RS,

"Intellectual Property" means all present and future legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world, but excluding the MIL Licence) of the Borrower in, or relating to, registered and unregistered trade marks and service marks, patents, registered designs, utility models, applications for any of the foregoing, trade names, copyrights, design rights, unregistered designs, inventions, confidential information, know-how, registrable business names, database rights, domain names and any other rights of every kind deriving from or through the exploitation of any of the foregoing,

"Interest Period" has the meaning given to it in the Shareholder Loan Agreement,

"Licensed Assets" shall have the meaning given in the MIL Licence,

"MIL" means Monitise International Limited, a company registered in England and Wales (company number 5556711) whose registered office is at Warnford Court, 29 Throgmorton Street, London EC2N 2AT,

"MIL Licence" means the software licence between the Borrower and MIL,

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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

"New IPR" shall have the meaning given in the MIL Licence,

"Permitted Security Interest" means

- (a) the debenture of even date entered into between the Borrower and MIL, and
- (b) the debenture of even date entered into between the Borrower and CD LLP,

"Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to the Borrower or in which the Borrower has an interest at any time, together with

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon,
- (b) all easements, rights and agreements in respect thereof,
- (c) all proceeds of sale of that property, and
- (d) the benefit of all covenants given in respect thereof,

"Receiver" means any receiver, receiver and manager or administrative receiver appointed by the Lender under this Deed,

"Related Rights" means, in relation to any Charged Security

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition,
- (b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

"Secured Obligations" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of the Borrower to the Lender under or pursuant to the Shareholder Loan Agreement and the Security Document (including all monies covenanted to be paid under this Deed),

"Security" means the Security Interests created by or pursuant to this Deed,

"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to this Deed,

"Security Document" has the meaning given to it in the Shareholder Loan Agreement,


"Security Interest" means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security,

"Security Period" means the period beginning on the date of this Deed and ending on the date on which all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, and

"Shareholder Loan Agreement" means the loan agreement of even date made between the Borrower and the Lender pursuant to which the Lender has agreed to make certain facilities available to the Borrower

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Particulars of a mortgage or charge

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 <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, 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	Not applicable	
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	Signature Please sign the form here <div style="border: 1px solid black; padding: 5px; text-align: center;"> Signature  </div> 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 **Shamim Kazeneh**

Company name **CPW, Legal Department**

Address **1 Portal Way**

Post town **London**

County/Region

Postcode **W 3 6 R S**

Country **United Kingdom**

DX

Telephone **0208 753 8084**



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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7153130
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 15
NOVEMBER 2010 AND CREATED BY MOBILE MONEY
NETWORK LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO BEST BUY EUROPE
DISTRIBUTIONS LIMITED 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 2 DECEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 DECEMBER
2010



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES