

MG01

Particulars of a mortgage or charge

429226/13

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 NOT for**
You cannot use this form to register
particulars of a charge for a Scottish
company. To do this, please use
form MG01s.

THURSDAY



LD3 *LUPTCGNC* 250
14/01/2010
COMPANIES HOUSE

Company details

Company number 0 5 3 9 1 4 9 0

Company name in full Optimor 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 *

Date of creation of charge

Date of creation 0 6 0 1 2 0 1 0

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 granted by the Company in favour of The Carphone Warehouse Limited
(company number 02142673) (the "Chargee") dated 6 January 2010 (the "Debenture").

Amount secured

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

Amount secured

The Company's payment obligations to the Chargee in
accordance with clause 4 of the Services Agreement (both
present and future, actual or contingent and whether owed
jointly or in any other capacity whatsoever) (the "Secured
Liabilities").

Continuation page

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

MG01**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 The Carphone Warehouse Limited (CRN: 02142673)

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

Pursuant to clause 3.1 of the Debenture, the Company with full title guarantee and as a continuing security for the discharge of the Secured Liabilities charged in favour of the Chargee:

(a) by way of first legal mortgage all estates or interests in freehold and leasehold property of the Company and any part or parts of it and including all rights attached or related to it but now vested in the Company (whether or not registered at Land Registry) together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time on that property;

(b) by way of first fixed charge:

(i) all estates or interests in all future freehold and leasehold property of the Company together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time on that property;

(ii) all present and future plant and machinery now or in the future belonging to the Company (not otherwise charged under the Debenture), its interest in any plant or machinery in its possession and all other present and future chattels of the Company (excluding any of the same for the time being forming part of the Company's stock in trade or work in progress);

(iii) all stocks, shares and other securities now or in the future belonging to the Company together with all dividends and other rights deriving from them or pertaining to them and any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

(iv) all goodwill of the Company;

(v) all rights and interest in and claims under all insurance or assurance policies held or to be held by or insuring to the benefit of the Company;

Please refer to the continuation pages for further details.

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7	Particulars as to commission, allowance or discount (if any)	
	<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>	
Commission allowance or discount	Nil.	
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 866).</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 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).</p>	
9	Signature	
	<p>Please sign the form here.</p>	
Signature	<p>Signature</p> <p>X Osborne Clarke, solicitors X for the Chargee</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
Ben Edwards

Company name
Osborne Clarke

Address
One London Wall

London

Post town

County/Region

Postcode

E	C	2	Y		5	E	B
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Country

DX **DX 466 LDE**

Telephone
020 7105 7394

Certificate

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

Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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

Important information

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

How to pay

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

Make cheques or postal orders payable to 'Companies House.'

Where to send

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

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

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

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
DX 481 N.R. Belfast 1.

Further information

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

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

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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>(vi) all patents, trade marks, trade names, service marks, designs and other intellectual property rights, choses in action and claims and all fees, royalties and other rights of every kind deriving from them now or in the future belonging to the Company including but not limited to those listed in the schedule to the Debenture (and as listed in the Annex to this Form MG01) (in each case, whether registered or unregistered and including all applications for the same) (the "Intellectual Property Rights");</p> <p>(c) by way of first assignment all right, title and interest of the Company in and to:</p> <p>(i) all payments made under any and all present and future insurance policies to which the Company is entitled; and</p> <p>(ii) any agreement to which the Company is a party except to the extent that it is subject to any fixed security created under any other term of the Debenture; and</p> <p>(d) by way of first floating charge the whole of the Company's undertaking and all its property and assets whatsoever and wheresoever both present and future other than the property and assets from time to time effectively charged to the Chargee by way of legal mortgage or fixed charge or assignment by the Debenture.</p> <p>Pursuant to clause 3.2 of the Debenture, the Chargee may, at any time whilst a Default is continuing, convert the first floating charge created by clause 3.1(d) of the Debenture by notice in writing to the Company into a first fixed charge as regards 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. The floating charge created by the Debenture shall, unless otherwise agreed in writing by the Chargee, automatically and without notice be converted into a fixed charge:</p> <p>(a) in respect of any undertaking, property and assets in respect of which the Company creates, permits to subsist or suffers any security interest (other than the Debenture) in breach of clause 4(a) of the Debenture;</p> <p>(b) in respect of all the undertaking, property and assets charged under clause 3.1(d) of the Debenture if and when the Company ceases to carry on business or to be a going concern;</p> <p>(c) in respect of all the undertaking, property and assets charged under clause 3.1(d) of the Debenture on the making of an order for the compulsory winding-up of the Company, on the convening of a meeting for the passing of a resolution for the voluntary winding-up of the Company or on the taking of any steps (including, without limitation, the making of an application or the giving of any notice) by the Company or any other person for the appointment of an administrator in respect of the Company.</p> <p>The provisions of clause 3.2 of the Debenture shall not preclude the floating charge created by clause 3.1(d) of the Debenture from becoming fixed in any of the events in which it would do so under the general law.</p> <p>Pursuant to clause 3.3 of the Debenture, paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to the floating charge created by clause 3.1(d) of the Debenture and the floating charge created by the Debenture is a qualifying floating charge for the purposes of clause 3.3 of the Debenture.</p> <p>Please refer to the continuation pages for further details.</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>Pursuant to clause 3.5 of the Debenture, with reference to stocks, shares and other securities referred to in clause 3.1(b)(iii) of the Debenture, provided that such exercise shall not in the opinion of the Chargee (acting reasonably) jeopardise or be likely to jeopardise the security constituted by the Debenture, until the security constituted by the Debenture shall become enforceable, the Company (while remaining the registered owner of any stocks, shares and other securities charged by the Debenture) shall continue to be entitled to exercise all voting rights attaching to such stocks, shares and other securities as owner and, subject as aforesaid, the Chargee or its nominee shall exercise the voting rights attaching to any stocks, shares and other securities charged by the Debenture which shall be registered in the name of the Chargee or (as the case may be) its nominee in accordance with any directions in writing from time to time received from the Company while owner of them or, in the absence of any such written directions, shall refrain from exercising any such voting rights.</p> <p>Under the Debenture, the Company also gave the following covenants and undertakings in favour of the Chargee:</p> <p>Pursuant to clause 4 of the Debenture, the Company shall not (either in a single transaction or in a series of transactions and whether related or not and whether voluntarily or involuntarily) without the prior written consent of the Chargee (such consent not to be unreasonably withheld or delayed), create or attempt to create or permit to subsist or suffer any mortgage, charge, pledge, hypothecation, lien or other security interest on any of its assets, other than the Debenture.</p> <p>Pursuant to clause 6.2 of the Debenture, the Company shall:</p> <p>(a) if requested to do so by the Chargee (acting reasonably and in consultation with the Company) and to the extent required to perfect, protect or preserve the priority and ranking of the security created or expressed to be created pursuant to the Debenture, promptly sign or procure the signature of, and comply with all reasonable instructions of the Chargee in respect of, any document required to make entries in any public register of Intellectual Property Rights (including the United Kingdom Trade Marks Register) which either record the existence of the Debenture or the restrictions on disposal imposed by the Debenture;</p> <p>(b) take all reasonable steps (including the making of registrations and payment of registration fees) as may be reasonably necessary to preserve and maintain the subsistence and validity of the Intellectual Property Rights which are material to or materially required for the business; and</p> <p>(c) not knowingly use or permit any of its Intellectual Property Rights which are material to its business to be used in any way which might reasonably be expected to materially and adversely affect its value.</p> <p>Please refer to the continuation pages for further details.</p>

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6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged.
Short particulars	<p>Pursuant to clause 14 of the Debenture, the Company shall, at the Company's cost, whenever requested by the Chargee (acting reasonably) whilst a Default is continuing promptly:</p> <p>(a) execute a valid legal mortgage in such form as the Chargee may reasonably require of any freehold or leasehold property now or in the future belonging to the Company which is not by the Debenture effectively charged by way of legal mortgage;</p> <p>(b) execute a valid fixed charge or assignment in such form as the Chargee may reasonably require of any of the Company's rights, property, assets and undertaking subject to the floating charge under the Debenture; and</p> <p>(c) execute and sign all such other deeds, agreements, instruments and documents and do all such things as the Chargee may reasonably require in relation to any property or assets specified by the Chargee for the purpose of perfecting or more effectively providing security to the Chargee for the payment and discharge of the Secured Liabilities or for the purpose of facilitating the realisation of the undertaking, property or assets charged by the Debenture on the exercise of the Chargee's rights under it.</p> <hr/> <p style="text-align: center;">ANNEX</p> <ol style="list-style-type: none"> 1. Unregistered trade mark rights in the names "OPTIMOR" and "BILLMONITOR"; 2. Copyright in the software developed by the Company which powers the Billmonitor Service (as defined in the Services Agreement); and 3. Intellectual property rights in and derived from the following domain names: <ol style="list-style-type: none"> (a) Billmonitor.com; (b) Billmonitor.co.uk; (c) Billmonitor.org; (d) Billmonitor.biz; (e) Billmonitor.eu; (f) Billmonitor.info; (g) Billmonitor.net; and (h) Billmonitor.us. <p>In this Form MG01, the following definitions shall apply:</p> <p>"Default" means a default on the part of the Company in meeting any of the Secured Liabilities when due; and</p> <p>"Services Agreement" means the services agreement dated on or about the date of the Debenture and made between the Company and the Chargee (as the same may be amended, restated, varied, supplemented, novated, extended or replaced from time to time).</p>



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5391490
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 6 JANUARY
2010 AND CREATED BY OPTIMOR LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO THE CARPHONE WAREHOUSE LIMITED ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 14 JANUARY
2010**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 JANUARY
2010**



Companies House
— for the record —



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