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MG01

Particulars of a mortgage or charge



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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 r
particulars of a charge for a s
company. To do this, please
form MG01s

TUESDAY



A03 *AMHIEIXO* 424
06/04/2010
COMPANIES HOUSE

1 Company details

Company number 0 7 1 0 5 9 0 5

Company name in full CARPHONE WAREHOUSE GROUP PLC (the **Company**)
(formerly known as New Carphone Warehouse Plc)

2 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 d0 d1 m0 m4 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 A security agreement dated 1 April 2010 between the Company, the SPV Chargers (as defined
below) and The Royal Bank of Scotland plc (the **Agent**) as agent and trustee for the Finance
Parties (as defined below) (the **Security Agreement**)

4 Amount secured

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

Amount secured All present and future obligations and liabilities (whether actual or
contingent and whether owed jointly or severally or in any other
capacity whatsoever) of each Chargor and any other Obligor to any
Finance Party under each Finance Document, except for any
obligation which, if it were so included, would result in this Deed
contravening Section 6 of the Companies Act 1992 (the **Secured
Liabilities**)

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	THE ROYAL BANK OF SCOTLAND PLC							
Address	135 BISHOPSGATE							
	LONDON							
Postcode	E	C	2	M		3	U	R
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	See continuation sheets.
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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>1. General</p> <p>(a) All the security created under the Security Agreement</p> <p>(i) is created in favour of the Agent,</p> <p>(ii) is created over present and future assets of the Company (other than the Excluded Shares),</p> <p>(iii) is security for the payment of all the Secured Liabilities, and</p> <p>(iv) is made free from all charges and encumbrances (whether monetary or not) and free from all other rights exercisable by third parties</p> <p>(b) If the rights of the Company under a document cannot be secured without the consent of a party to that document</p> <p>(i) the Company must notify the Agent promptly,</p> <p>(ii) this Security will secure all amounts which the Company may receive, or has received, under that document but exclude the document itself, and</p> <p>(iii) unless the Agent otherwise requires, the Company must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under the Security Agreement</p> <p>(c) The Agent holds the benefit of the Security Agreement on trust for the Finance Parties</p> <p>2. Investments</p> <p>(a) The Company charges</p> <p>(i) by way of a first legal mortgage the Security Shares, and</p> <p>(ii) (to the extent that they are not the subject of a mortgage under sub-paragraph (i) above) by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf</p> <p>(b) A reference in this Subclause to a mortgage or charge of any stock, share, debenture, bond or other security includes</p> <p>(i) any dividend or interest paid or payable in relation to it, and</p> <p>(ii) 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</p> <p>3. Floating charge</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

- (a) Subject to paragraph (b) below, the Company charges by way of a first floating charge all its assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this Clause
 - (b) Paragraph (a) above shall not apply to the Excluded Shares
 - (c) Except as provided below, the Agent may by notice to the Company convert the floating charge created by that Chargor under this Subclause into a fixed charge as regards any of the Company's assets specified in that notice, if
 - (i) an Event of Default has occurred and is continuing, or
 - (ii) the Agent considers those 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 reason of any creditor taking a formal step to effect, expropriate attachment, sequestration, distress or execution against any Security Asset
 - (d) The floating charge created by this Subclause will automatically convert into a fixed charge over all of the Company's assets if an administrator is appointed or the Agent receives formal notice of an intention to appoint an administrator
- 4. Restrictions on dealings**
- The Company has agreed that it may not
- (a) create or permit to subsist any Security Interest on any Security Asset, or
 - (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset,
- except as expressly allowed under the Credit Agreement
- 5. In this Form MG01**
- Chargor** means the Company or a SPV Chargor
- Credit Agreement** means the £50,000,000 revolving credit facility agreement dated 20 January 2010 between (among others) the Company as borrower, the SPV Chargors as guarantors and the Agent
- Event of Default** has the meaning given to it in the Credit Agreement
- Excluded Shares** means
- (i) the 16,331,657 Ordinary shares held by the Company in Omer Telecom Limited, a company incorporated under the laws of England and Wales with registration number 05721373, and
 - (ii) the 993,619,764 Ordinary shares held by the Company in Best Buy Europe Distributions Limited, a company incorporated under the laws of England and Wales with registration number 6534088

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Finance Document has the meaning given to it in the Credit Agreement and includes all amendments and supplements, including supplements providing for further advances</p> <p>Finance Party has the meaning given to it in the Credit Agreement</p> <p>Obligor means the Company, a SPV Chargor or any other guarantor under the Credit Agreement</p> <p>Security Assets means all assets of each Chargor the subject of any security created by the Agreement, including the proceeds of sale of that Security Asset</p> <p>Security Interest means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement intended to and having substantially the same effect</p> <p>Security Shares means the two Ordinary shares held by the Company in Storm Tide Limited</p> <p>SPV Chargor means each of.</p> <ul style="list-style-type: none"> (i) Storm Tide Limited (106530C), a company incorporated under the laws of the Isle of Man with the registered address 3rd Floor, Goldie House, Upper Church Street, Douglas, Isle Of Man, IM1 1EB (Storm Tide Limited), and (ii) CPW Acton One Limited (formerly known as Cooch 1020 Limited) (102513C), a company incorporated under the laws of the Isle of Man with the registered address 3rd Floor, Goldie House, Upper Church Street, Douglas, Isle Of Man, IM1 1EB 	

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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. <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	Nil.	
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 X Allen + Overy LLP 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 SSWS/0011398-0003564/13694699

Company name Allen & Overy LLP

Address 40 Bank Street

Canary Wharf

Post town London

County/Region

Postcode E 1 4 5 D U

Country United Kingdom

DX

Telephone 0203 088 0000



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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7105905
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 1
APRIL 2010 AND CREATED BY CARPHONE WAREHOUSE
GROUP PUBLIC LIMITED COMPANY FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM EACH CHARGOR
AND ANY OTHER OBLIGOR TO ANY FINANCE PARTY 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 6 APRIL 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 APRIL 2010

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES