

MR04

Statement of satisfaction in full or in part of a charge



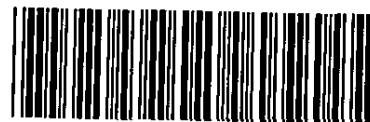
Companies House

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a statement of satisfaction in full
or in part of a mortgage or charge
against a company

☐ **What this form is NOT for**
You may not use this form to
register a statement of satisfaction
in full or in part of a mortgage
charge against an LLP. Use
LL MR04

TUESDAY



A12 11/02/2014 #116
COMPANIES HOUSE

1 Company details

Company number 02679207

Company name in full 20 20 Mobile Group Limited (the "Charging Company")

Filing in this form
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Charge creation¹

When was the charge created?

- Before 06/04/2013 Complete **Part A and Part C**
- On or after 06/04/2013 Complete **Part B and Part C**

1 Property acquired
If section 859C of the Companies
Act 2006 applies, this is the date
that the property was acquired

Part A Charges created before 06/04/2013

A1 Charge creation date

Please give the date of creation of the charge ²

Charge creation date 04 07 2008

2 Property acquired
If section 859C of the Companies
Act 2006 applies, this is the date
that the property was acquired

A2 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is
created or evidenced

Instrument description A debenture dated 4 July 2008 made by the Charging Company in
favour of Mizuho Corporate Bank, Ltd in its capacity as Security
Agent (as defined in the attached schedule) for the Beneficiaries (as
defined in the attached schedule) (the "Debenture")

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

MR04

Statement of satisfaction in full or in part of a charge

A3

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

See Parts II, V, VI and VII of the attached schedule
Part III of the attached schedule refers to covenants by, and
restrictions on, the Charging Company which protect and further
define the charges created by the Debenture and which must be
read as part of those charges

Continuation page

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

MR04

Statement of satisfaction in full or in part of a charge

Part B Charges created on or after 06/04/2013

B1 Charge code

Charge code ¹ Please give the charge code This can be found on the certificate

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

¹ Charge code
This is the unique reference code allocated by the registrar

Part C To be completed for all charges

C1 Satisfaction

I confirm that the debt for the charge as described has been paid or satisfied
Please tick the appropriate box

- ☒ In full
☐ In part

C2 Details of the person delivering this statement and their interest in the charge

Please give the name of the person delivering this statement

Forename(s)

Surname

SKADDEN, ARPS, SLATE, MEAGHER & FLOM (UK) LLP

Please give the address of the person delivering this statement

Building name/number

40

Street

BANK STREET

Post town

LONDON

County/Region

Postcode

E 1 4 5 D S

Please give the person's interest in the charge (e.g. chargor/chargee etc)

Person's interest in the charge

LEGAL ADVISOR TO THE CHARGOR

C3 Signature

Please sign the form here

Signature

Signature
X Skadden, Arps, Slate, Meagher & Flom (UK) LLP X

MRO4

Statement of satisfaction in full or in part of a 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. The contact information you give will be visible to searchers of the public record

Contact name **STEVEN KING**

Company name **SKADDEN, ARPS, SLATE**

MEAGHER & FLOM (UK) LLP

Address **40 BANK STREET**

Post town **LONDON**

County/Region

Postcode **E 1 4 5 D S**

Country **ENGLAND**

DX

Telephone **020 7519 7283**

 **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

Part A Charges created before 06/04/2013

- ☐ You have given the charge date
☐ You have completed the Description of instrument and Short particulars in Sections A2 and A3

Part B Charges created on or after 06/04/2013

- ☐ You have given the charge code

Part C To be completed for all charges

- ☐ You have ticked the appropriate box in Section C1
☐ You have given the details of the person delivering this statement in Section C2
☐ You have signed the form

 **Important information**

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

 **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

SCHEDULE TO FORM MR04 FOR 20:20 MOBILE GROUP LIMITED

Part I

Definitions

In this Schedule, references to Clauses and Schedules are to Clauses of, and Schedules to, the Debenture unless otherwise specified. References in this Schedule to the Debenture or to any other document (including any Finance Document) include reference to the Debenture, or to such other document, as varied in any manner from time to time in this Form MR04. The following expressions have the following meanings respectively set out below:

"2006 Act" means the Companies Act 2006

"Account Bank" means Barclays Bank PLC or such other bank as the Security Agent may from time to time specify

"Agent" means Mizuho Corporate Bank, Ltd and includes any successor agent appointed pursuant to the Senior Facilities Agreement at any time

"Assets" means all the Charging Company's undertaking, property, assets, revenues and rights of every description, or any part of them

"Beneficiary" means each Senior Finance Party and each Hedge Counterparty

"Chargor" means each company named in Part IV (*The Chargors*) of this Schedule and (with effect from its accession) each other company which executes a deed of accession and charge and any company which subsequently adopts the obligations of a Chargor

"Collection Account" means the Charging Company's account with the Account Bank into which it is required to pay its Receivables pursuant to Clause 6.1 (*Collection Account*)

"Company" means Chicago Beta Limited, a limited liability company incorporated in England and Wales under the Companies Acts (as defined in the 2006 Act) with registered number 5890567

"Debenture Date" means 4 July 2008

"Derivative Rights" includes

- a) allotments, rights, money or property arising at any time in relation to any investments by way of conversion, exchange, redemption, bonus, preference, option or otherwise,
- b) dividends, distributions, interest and other income paid or payable in relation to any investments, and

c) stock, shares and securities offered in addition to or in substitution for any investments

"Finance Document" means each Senior Finance Document and each Hedging Agreement

"Fixed Security Asset" means an Asset for the time being comprised within an assignment created by the assignments referred to in paragraph 1 of Part II of this Schedule or within a mortgage or fixed charge created by the charges referred to in paragraph 2 of Part" of this Schedule

"Group" means the Company and its Subsidiaries for the time being (excluding 2020 Logistics Ireland Limited and its subsidiaries for the time being)

"Hedge Counterparty" has the meaning given to that term in the Intercreditor Agreement

"Hedging Agreements" has the meaning given to that term in the Intercreditor Agreement

"Holding Account" has the meaning given to that term in the Senior Facilities Agreement

"Insurance Policy" means any contract or policy of insurance of the Charging Company (including all cover notes) of whatever nature which are from time to time taken out by or on behalf of the Charging Company or (to the extent of its interest) in which the Charging Company has an interest at any time

"Intellectual Property" means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) anywhere in the world and, in each case, any extensions and renewals of, and any applications for, such rights

"Intellectual Property Rights" means all and any of the Charging Company's Intellectual Property and other intellectual property rights, causes of action, interests and assets charged by it pursuant to the charges referred to in paragraphs 2(c)(xii) to (xvi) inclusive of Part II of this Schedule

"Intercreditor Agreement" means the Intercreditor agreement dated twenty five September two thousand and six (25 September 2006) as amended and restated on four July two thousand and eight (4 July 2008) and made between, among others, the Parent, the Company, the other Obligors, Mizuho Corporate Bank, Ltd (as security agent, issuing bank and senior agent), The Royal Bank of Scotland plc (as senior arranger and ancillary lender) and the Hedge Counterparties (each term as defined therein unless otherwise defined in this Schedule)

"Investments" means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Schedule 2, Part II of the Financial Services and Markets Act 2000), whether certificated or uncertificated and whether in registered or bearer form, including all depositary interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any investments by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise

"Land" means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures)

"Mandatory Prepayment Account" has the meaning given to that term in the Senior Facilities Agreement

"Receivables" means all the Charging Company's sums of money receivable by it at the Debenture Date or in the future consisting of or payable under or derived from any Asset referred to in paragraph 2 of Part II of this Schedule

"Secured Sums" means all present, at the Debenture Date, and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Chargor to all or any of the Beneficiaries under each or any of the Finance Documents including, but not limited to, amounts due at any time under the Uncommitted Replacement Revolving Facility, in each case together with

- a) all costs, charges and expenses incurred by any Beneficiary in connection with the protection, preservation or enforcement of its rights under any Finance Document, and
- b) all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Finance Document or the obligations and liabilities imposed under such documents

"Security" means a mortgage, charge, pledge, lien, retention of title (*eigendomsvoorbehoud*), retained right of pledge (*voorbehouden pandrecht*) or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"Security Agent" means Mizuho Corporate Bank, Ltd acting as security agent and trustee for the Beneficiaries including any successor appointed by the Beneficiaries pursuant to the Finance Documents

"Senior Facilities Agreement" means the senior facilities agreement dated 25 September 2006 as amended and restated on 2 July 2007 and as further amended and restated on the Debenture Date between, amongst others, the Company, Mizuho Corporate Bank, Ltd as Agent and Security Agent and the Lenders (as defined therein)

"Senior Finance Document" means the Senior Facilities Agreement, the Amendment and Restatement Agreement, any Accession Letter, any Compliance Certificate, any Fee Letter, the Intercreditor Agreement, any Selection Notice, any Transaction Security Document, any Utilisation Request (each as defined in the Senior Facilities Agreement, unless otherwise defined in this Schedule) and any other document designated as a "Finance Document" by the Agent and the Company

"Senior Finance Party" means the Agent, the Arranger, the Security Agent, a Lender or the issuing Bank

"Specified Intellectual Property" means the Intellectual Property listed in Part V (*Specified Intellectual Property*) of this Schedule

"Specified Investments" means all of the Charging Company's Investments which at any time

(a) represent a holding in a Subsidiary of the Charging Company or an undertaking which would be its subsidiary undertaking if in section 258(2)(a) of the Act "30 per cent or more" were substituted for "a majority",

(b) are held in the name of the Security Agent or its nominee or to its order, or

(c) the Charging Company has deposited the certificates for with the Security Agent or which, if uncertificated, are held in an escrow or other account in favour of the Security Agent or its nominee

"Subsidiary" has the meaning given to that term in the Senior Facilities Agreement

Part II

Particulars of property mortgaged or charged

1 By Clause 3 1 (*Assignments*), as security for the payment or discharge of all Secured Sums, the Charging Company, with full title guarantee, assigned to the Security Agent by way of security

- a) all of its rights, title and Interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies,
- b) all its rights, title and interest from time to time in respect of the Hedging Agreements, and
- c) all of its rights, title and interest from time to time in respect of any intra-group loans

2 By Clause 3 2 (*Fixed security*), as security for the payment or discharge of all Secured Sums, the Charging Company, with full title guarantee, charged to the Security Agent

- a) by way of legal mortgage, all Land in England and Wales vested in it at the Debenture Date and registered at the Land Registry or which will be subject to first registration at the Land Registry upon the execution and delivery of the Debenture, in each case as described in Part VI (*Land to be Mortgaged*) of this Schedule,

- b) by way of legal mortgage, all Land in England and Wales vested in it at the Debenture Date and not registered at the Land Registry,
- c) by way of fixed charge
 - i all other Land which at the Debenture Date, or in the future becomes, its property,
 - ii all interests and rights in or relating to Land or the proceeds of sale of Land at the Debenture Date or in the future belonging to it,
 - iii all plant and machinery at the Debenture Date or in the future attached to any Land which, or an interest in which, is charged by it under the charges referred to in the preceding paragraphs
 - iv all rental and other income and all debts and claims at the Debenture Date or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land,
 - v all Specified Investments which are its property at the Debenture Date, including all proceeds of sale derived from them,
 - vi all Specified Investments in which the Charging Company may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them,
 - vii all Derivative Rights of a capital nature at the Debenture Date or in the future accruing or offered in respect of its Specified Investments,
 - viii all Derivative Rights of an income nature at the Debenture Date or in the future accruing or offered at any time in respect of its Specified Investments,
 - ix all insurance or assurance contracts or policies at the Debenture Date or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are at the Debenture Date or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in the Debenture,
 - x all its goodwill and uncalled capital for the time being,
 - xi all Specified Intellectual Property belonging to it,
 - xii all other Intellectual Property belonging to it at the Debenture Date, including its rights, benefit and interest in any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,

- xiii all Intellectual Property that may be acquired by or belong to it in the future, including its rights, benefit and interest in any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,
- xiv the benefit of all agreements and licences at the Debenture Date or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world,
- xv all its rights at the Debenture Date or in the future in relation to trade secrets, confidential information and knowhow in any part of the world,
- xvi all its rights and causes of action in respect of infringement(s) (past, at the Debenture Date or future) of the rights referred to in sub-paragraphs (c)(xi) to (xv) above,
- xvii all trade debts at the Debenture Date or in the future owing to it,
- xviii all debts owing to it as described in Part VII (*Details of Intra-Group Debts*) of this Schedule,
- xix all other debts at the Debenture Date or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group,
- xx the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under the assignments referred to in paragraph 1 above,
- xxi all its interests and rights (if any) in or to any money at any time standing to the credit of any Collection Account,
- xxii any beneficial interest, claim or entitlement it has to any pension fund at the Debenture Date or in the future,
- xxiii all rights, money or property accruing or payable to it at the Debenture Date or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of the Debenture,
- xxiv all moneys at any time standing to the credit of any Holding Account and/or Mandatory Prepayment Account, and
- xxv the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them

3 By Clause 3.3 (*Creation of floating charge*), as security for the payment or discharge of all Secured Sums, the Charging Company, with full title guarantee, charged to the Security Agent by way of floating charge

(a) all its Assets except to the extent that such Assets are for the time being effectively assigned by way of security referred to in paragraph 1 above or charged by any fixed charge referred to in paragraph 2 above, including any Assets comprised within a charge which is reconverted under Clause 4.4 (*Reconversion*), and

(b) without exception, all its Assets insofar as they are for the time being situated in Scotland,

but in each case so that the Charging Company shall not create any Security over any such Asset (other than as Permitted by Clause 27.13 (*Negative pledge*) of the Senior Facilities Agreement (whether having priority over, or ranking pari passu with or subject to, this floating charge) or take any other step referred to in Clause 7 (*Negative pledge and other restrictions*) with respect to any such Asset, and the Charging Company shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of any such Asset (except by way of sale in the ordinary course of its business to the extent that such action is not otherwise prohibited by any Finance Document)

Part III

Covenants and Restrictions

1 COLLECTION OF RECEIVABLES

Pursuant to Clause 6.1 (*Collection Account*), the Charging Company agreed, except where moneys are paid into a Mandatory Prepayment Account or Holding Account in accordance with the terms of any other Finance Document, to collect and realise all its receivables and, immediately on receipt, pay all money so collected into the Collection Account. The Charging Company shall, pending such payment, hold all money so received upon trust for the Security Agent

2 NEGATIVE PLEDGE AND OTHER RESTRICTIONS

Pursuant to Clause 7 (*Negative Pledge and other restrictions*), the Charging Company agreed that it would not, without the prior written consent of the Security Agent (and with the exception of any Security permitted pursuant to Clause 27.13 (*Negative pledge*) of the Senior Facilities Agreement)

- a) create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Assets, or
- b) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so

Part IV

The Chargors

Name of Chargor	Name of Chargor
Chicago Beta Limited	05890567
20 20 Mobile Group Limited	02679207
Dextra Solutions Holdings Limited	05004701
Dextra Solutions Limited	02962133
2020LOG 4 Limited	03270899
20 20 Mobile International Holdings Limited	03096248
Cornerstone Resourcing Limited	04443473
Caudwell Distribution Group Limited	04833553
The Mobile Phone Repair Company Limited	03100176
Caudwell Logistics Limited	04783011
20 20 Logistics Holdings Limited	04944105
20 20 Logistics Limited	04833552
20 20 Fulfilment Limited	04540195

Part V

Specified Intellectual Property

None as at the date of the Debenture

Part VI

Land to be Mortgaged

None as at the date of the Debenture

Part VII

Details of Intra-Group Debts

Company Intra-Group Loan Agreements dated 1 July 2008 between Chicago Beta Limited and certain other members of the Group, pursuant to which members of the Group have committed to provide a facility to Chicago Beta Limited and to certain other members of the Group (if required) to help service the facilities provided under the Senior Facilities Agreement