

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

THURSDAY



**1 Company details**

Company number 0 4 8 9 6 7 9 7

Company name in full H2O NETWORKS LIMITED (the "Company")

For official use

→ **Filing 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 2 2 0 2 2 0 1 1

**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 22 February 2011 between Fibrecity Media Limited,  
Opencity Media Limited, the Company, Wireless Network Systems Limited,  
Fibrecity Anglian Limited, Fibrecity Bournemouth Limited, Fibrecity  
Dundee Limited, Fibrecity Northampton Limited, Fibrecity Scotland Limited  
and Fibrecity Wessex Limited as chargors (each a "Chargor", together the  
"Chargors") and City Fibre Holdings Limited as chargee (the "Chargee"),  
(the "Debenture")

**4 Amount secured**

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

Amount secured All monies, obligations and liabilities now or at  
any time due from or owing or incurred by each  
Chargor to the Chargee and whether such monies,  
obligations or liabilities are express or implied,  
present or future, actual or contingent, joint or  
several, incurred as principal or surety or in some  
other capacity and whether unascertained collateral  
or unmatured and whether originally owing to the  
Chargee or purchased or otherwise acquired by it  
and whether denominated in sterling, or in any  
other currency, or incurred on any banking account  
or in any manner 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

#### Continuation page

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

Name City Fibre Holdings Limited

Address 20 - 22 Bedford Road,

London

Postcode W C 1 R 4 J S

Name

Address

Postcode

### 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 CREATION OF SECURITY

1 1 General

1 1 1 All the security created under the Debenture

1 1 1 1 is created in favour of the Chargee for the benefit of the Chargee,

1 1 1 2 is created over present and future assets of the Company,

1 1 1 3 is security for the payment and satisfaction of all the Secured Liabilities,

1 1 1 4 is created by the Company to the extent of its interest whether joint or several, legal or beneficial, and

1 1 1 5 is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

Please see the attached continuation sheet

# MG01

## 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

- 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

Signature

X  X

This form must be signed by a person with an interest in the registration of the charge

# MG01

## 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 Rebecca North (26085 1)

Company name  
OLSWANG LLP

Address Apex Plaza, Forbury Road,

Post town Reading

County/Region Berkshire

Postcode 

		R	G	1		1	A	X
--	--	---	---	---	--	---	---	---

Country

DX 54711 Reading2

Telephone 020 7067 3000



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

# MG01 - continuation page

## 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

#### 2 FIXED SECURITY

##### 2 1 Land

2 1 1 The Company has charged

2 1 1 1 by way of first legal mortgage all estates or interest in any freehold or leasehold property now owned by it, and

2 1 1 2 (to the extent that they are not subject to a mortgage under Clause 5 1 1 1 of the Debenture (as set out in paragraph 2 1 1 1 above)) by way of first fixed charge, all estates or interest in any freehold or leasehold property now or subsequently owned by it

2 1 2 A reference in the Debenture to a mortgage or charge of any freehold or leasehold property includes

2 1 2 1 all buildings, fixtures, fittings and fixed plant and machinery on that property, and

2 1 2 2 the benefit of any covenants for title given or entered into by any predecessor in title of the Company in respect of that property or any monies paid or payable in respect of those covenants

##### 2 2 Investments

The Company has charged by way of first fixed charge its interest in the Investments and Related Investment Rights

##### 2 3 Plant and machinery

The Company has charged by way of first fixed charge all plant, machinery, vehicles, computers and office and other equipment and all other moveable assets of any kind and in any place and the benefit of all contracts and warranties relating to the same

##### 2 4 Intellectual Property Rights

The Company has charged by way of first fixed charge, the Intellectual Property Rights for the time being and from time to time owned, possessed or controlled by it

##### 2 5 Insurances

# MG01 - continuation page

## 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

The Company has charged by way of first fixed charge (to the extent not effectively assigned under Clause 6 1 (Insurances – assignment) of the Debenture (as set out in paragraph 3 1 below)), the Insurances and all their proceeds

#### 2 6 Pension funds

The Company has charged by way of first fixed charge any benefit, interest, claim or entitlement it has in any pension fund

#### 2 7 Goodwill and uncalled capital

The Company has charged by way of first fixed charge its goodwill and all its uncalled capital

#### 2 8 Agreements

The Company has charged by way of first fixed charge all its rights now or subsequently in respect of all agreements to which it is, or becomes, a party (other than the Principal Documents) to the extent the same are not subject to an effective fixed charge created under any other term of Clause 5 of the Debenture (as set out in this paragraph 2) or to an effective assignment under Clause 6 2 (Agreements - assignments) of the Debenture (as set out in paragraph 3 2 below)

#### 2 9 Separate charges

Each of the charges referred to in Clauses 5 1 (Land) to 5 8 (Agreements) (inclusive) of the Debenture (as set out in paragraphs 2 1 to 2 8 above) shall be read and construed as, and deemed to be, separate charges over each of the items mentioned in each such Clause, so that each item mentioned in each Clause and each item forming any constituent element of the Receivables, the Insurances and the Intellectual Property Rights shall be deemed to be subject to a separate charge Without limiting the previous sentence, if any such item shall be found to be subject to a floating charge and not to a fixed charge, such finding shall not of itself result in any other such item being deemed to be subject to a floating charge (as opposed to a fixed charge)

### 3 ASSIGNMENTS

#### 3 1 Insurances - assignment

The Company has assigned and agreed to assign absolutely, subject to a proviso for re-assignment on redemption, all of its rights under the Insurances and all proceeds of the

# MG01 - continuation page

## 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>Insurances</p> <p>3 2 <b>Agreements - assignment</b></p> <p>The Company has assigned and agreed to assign absolutely, subject to a proviso for re-assignment on redemption, all of its rights under all agreements to which it is, or becomes, a party</p> <p>3 3 <b>Proceeds - assignment</b></p> <p>The Company has assigned absolutely all its rights in respect of all and any proceeds owing to it from time to time</p> <p>4 <b>FLOATING CHARGE</b></p> <p>4 1 <b>Creation of floating charge</b></p> <p>4 1 1 The Company has charged by way of first floating charge its undertaking and all its property, assets and rights whatsoever and wheresoever, both present and future, including, without limitation, the Receivables and any heritable property and all other property and assets in Scotland but excluding any property or assets otherwise effectively mortgaged or charged by way of mortgage or fixed charge respectively to the Chargee under the Debenture</p> <p>4 1 2 Paragraph 14 of schedule B1 to the Insolvency Act 1986 applies to the floating charge created by Clause 7 of the Debenture (as set out in this paragraph 4) which floating charge is accordingly a qualifying floating charge for such purposes</p> <p>4 2 <b>Crystallisation by notice</b></p> <p>4 2 1 Except as provided below, the Chargee may by notice to the Chargors convert the floating charge created by Clause 7 of the Debenture (as set out in this paragraph 4) over all or any part of the Floating Charge Assets into a fixed charge as regards any assets specified in that notice, if</p> <p>4 2 1 1 an Event of Default is outstanding, or</p> <p>4 2 1 2 the Chargee considers those assets to be in jeopardy, whether in danger of being seized or sold under any form of distress, execution or other similar process or otherwise</p> <p>4 2 2 The floating charge created by Clause 7 1 1 of the Debenture (as set out in</p>	

# MG01 - continuation page

## 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

paragraph 4 1 1 above) may not be converted into a fixed charge solely by reason of

4 2 2 1 the obtaining of a moratorium, or

4 2 2 2 anything done with a view to obtaining a moratorium,

under the Insolvency Act 2000

#### 4 3 Automatic crystallisation

4 3 1 Notwithstanding anything expressed or implied in the Debenture, the floating charge created by the Debenture shall automatically and without notice convert into a fixed charge over the Floating Charge Assets if

4 3 1 1 steps are taken to appoint an administrator or to issue a notice of intention to appoint an administrator, or

4 3 1 2 the Company creates or attempts to create any security over all or any of the Floating Charge Assets without the prior written consent of the Chargee, or

4 3 1 3 if any person levies or attempts to levy any distress, execution, sequestration or other process against any of the Floating Charge Assets

#### 5 RESTRICTIONS ON DEALINGS

##### 5 1 Security

Except as expressly permitted in any of the Principal Documents, the Company shall not without the prior written consent of the Chargee create or attempt to create or permit to subsist in favour of any person, other than the Chargee, any security on any Security Asset

##### 5 2 Disposals

Except as expressly permitted in any of the Principal Documents, the Company shall not without the prior written consent of the Chargee sell, transfer, assign, licence, lease or otherwise dispose of or agree to sell, transfer, assign, licence, lease or otherwise dispose of any Security Asset or any part of an interest in any Security Asset or attempt or agree so to do, except in relation to Receivables to the extent permitted pursuant to Clause 10 (Receivables) of the Debenture and for the disposal in the ordinary course of trade of any



# MG01 - continuation page

## 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

Security Asset subject only to an uncrystallised floating charge created under the Debenture and not expressed in the Debenture to be subject to a fixed charge under Clauses 5.1 (Land) to 5.8 (Agreements) of the Debenture (as set out in paragraphs 2.1 to 2.8 above)

#### DEFINITIONS

"**Event of Default**" means any event or circumstance in relation to any Chargor as set out in the Principal Agreement or Clause 13 of the Debenture,

"**Floating Charge Assets**" means those assets of a Chargor from time to time subject to a floating charge pursuant to the Debenture,

"**Insurances**" means in respect of each Chargor, any contract or policy of insurance taken out by it or on its behalf or in which it otherwise has an interest (but excluding any third party liability or public liability insurance) including, without limitation, any director's or officer's insurance,

"**Intellectual Property Rights**" means in respect of each Chargor

- (a) all patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how domain names, any data base information and other intellectual property rights and interests, whether registered or unregistered, and
- (b) the benefit of all applications and rights to apply for them in any part of the world and all rights and any interests (including by way of licence) in and other rights to use such of its assets,

"**Investments**" means in respect of each Chargor, all stocks, shares, bonds, debentures and securities, investments or interests of any kind (whether marketable or otherwise) and all other interests (including, without limitation, loan capital) in any person owned by it and/or held by any nominee on its behalf,

"**Principal Agreement**" means the facility letter entered into on or about the date of the Debenture between the Chargors and the Chargee,

"**Principal Documents**" means the Principal Agreement, the Debenture and any other document designated as a "Principal Document" by the Chargee and the Chargors,

"**Receivables**" means in respect of each Chargor, all of its book and other debts, all other monies due and owing to it, and the benefit of all rights, securities or guarantees of any nature enjoyed or

## MG01 - continuation page

### 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

held by it in relation to the above, and in each case whether actual or contingent,

**"Related Investment Rights"** means any dividend or interest paid or payable in relation to any Investment and any rights, warrants, benefits, money or property accruing or offered at any time in relation to any Investment by way of dividend, purchase, conversion, redemption, substitution, exchange, bonus or preference, under option rights or otherwise, and

**"Security Assets"** means all the assets of each Chargor which are the subject of any security created or constituted by the Debenture



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 4896797  
CHARGE NO. 4**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 22  
FEBRUARY 2011 AND CREATED BY H2O NETWORKS LTD FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
EACH COMPANY TO CITY FIBRE HOLDINGS 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 3 MARCH 2011**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 MARCH 2011**



*Companies House*  
— for the record —



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