

MG01

Particulars of a mortgage or charge

300670/13



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 company. To do this, please use form MG01s

TUESDAY



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26/02/2013

#243

COMPANIES HOUSE

Filing in this form
Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

1 Company details

Company number 0 5 4 7 0 6 5 9

Company name in full Wightfibre Limited ("the Company")

2 Date of creation of charge

Date of creation d1 d3 m0 m2 y2 y0 y1 y3

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 ("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 (at the date of the Debenture or thereafter) owed by the Company to Connect Online Limited ("the Lender") whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity together with all interest (including, without limitation, default interest) accruing in respect of those monies or liabilities (together "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	Connect Online Limited	
Address	The Lough, Thurstonfield, Carlisle, Cumbria	
Postcode	C A 5 6 H B	
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	<p>1 By way of legal mortgage, the Company charges to the Lender each Property (as defined below) specified in Schedule 1 to the Debenture,</p> <p>2 By way of fixed charge the Company charges to the Lender -</p> <p>(i) all Properties (as defined below) acquired by the Company after the date of the Debenture,</p> <p>(ii) all interests of the Company (at the date of the Debenture or thereafter) not effectively mortgaged or charged under the provisions of the Debenture referred to at 1 and 2(i) above, in, or over, freehold or leasehold property,</p> <p>(iii) all rights, licences, guarantees, rents, deposits, contracts, covenants and warranties (at the date of the Debenture or thereafter) relating to each Property,</p> <p>(iv) all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Company's business or the use of any Secured Asset (as defined below), and all rights in connection with them,</p> <p>(v) all its present and future goodwill,</p> <p>(vi) all its uncalled capital,</p> <p>(vii) all its Equipment (as defined below),</p> <p>(viii) all patents, trade marks, service marks, trade names, designs, copyrights, inventions, topographical or similar rights, confidential information and know-how and any interest in any of these rights, whether or not registered, including all applications and rights to apply for registration and all fees, royalties and other rights derived from, or incidental to, these rights (at the date of the Debenture or thereafter),</p> <p>(ix) all its Book Debts (as defined below),</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>(x) all its Investments (as defined below), and</p> <p>(xi) all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person (including each Designated Account (as defined below))</p> <p>3 By way of assignment, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities, the Company assigns to the Lender</p> <p>(i) all its rights in each Insurance Policy (as defined below), including all claims, the proceeds of all claims and all returns of premium in connection with each Insurance Policy,</p> <p>(ii) the benefit of each Relevant Agreement (as defined below) and the benefit of any guarantee or security for the performance of an Relevant Agreement, and</p> <p>(iii) the benefit of each Customer Contract (as defined below) and the benefit of any guarantee or security for the performance of a Customer Contract</p> <p>4 By way of floating charge all the undertaking, property, assets and rights of the Company at any time not effectively mortgaged, charged or assigned pursuant to the provisions of the Debenture referred to in 1, 2 and 3 above</p> <p>FLOATING CHARGE BECOMING FIXED</p> <p>1 The floating charge created by the Debenture will automatically and immediately (without notice) be converted into a fixed charge over the assets subject to that floating charge if</p> <p>(i) the Company</p> <p>(a) creates, or attempts to create, without the prior written consent of the Lender, a Security Interest (as defined below) or a trust in favour of another person over all or any part of the Secured Assets (except as expressly permitted by the terms of this deed or the Facility Agreement (as defined below)), or</p> <p>(b) disposes, or attempts to dispose of, all or any part of the Secured Assets (other than Secured Assets that are only subject to the floating charge while it remains uncrystallised),</p> <p>(ii) any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Secured Assets, or</p> <p>(iii) a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the Company</p> <p>2 The Lender may, in its sole discretion, at any time and by written notice to the Company, convert the floating charge created under the Debenture into a fixed charge as regards any part of the Secured Assets specified by the Lender in that notice</p>	

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Short particulars	<p>NEGATIVE COMMITMENTS</p> <p>The Debenture contains restrictions which, amongst other matters, provide that the Company shall not at any time, except with the prior written consent of the Lender</p> <p>1 create, purport to create or permit to subsist any Security Interest on, or in relation to, any Secured Asset other than any Security Interest created by the Debenture or any Permitted Security Interest (as defined below),</p> <p>2 sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so), all or any part of, or any interest in, the Secured Assets (except, in the ordinary course of business, Secured Assets that are only subject to an uncrystallised floating charge), or</p> <p>3 create or grant (or purport to create or grant) any interest in the Secured Assets in favour of a third party</p> <p>POSITIVE COMMITMENTS</p> <p>The Debenture contains obligations which, amongst other matters, provide that the Company -</p> <p>1 will</p> <p>(i) as an agent for the Lender, collect in and realise all Book Debts, pay the proceeds into a Designated Account immediately on receipt and, pending that payment, hold those proceeds in trust for the Lender,</p> <p>(ii) not, without the prior written consent of the Lender, withdraw any amounts standing to the credit of any Designated Account, and</p> <p>(iii) if called on to do so by the Lender, execute a legal assignment of the Book Debts to the Lender on such terms as the Lender may require and give notice of that assignment to the debtors from whom the Book Debts are due, owing or incurred,</p> <p>2 will not (except as provided in 1 immediately above or with the prior written consent of the Lender) release, exchange, compound, set-off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Book Debts,</p> <p>3 will, unless the Lender agrees otherwise in writing</p> <p>(i) comply with the terms of,</p> <p>(ii) not amend or vary or agree to any change in, or waive any requirement of,</p> <p>(iii) not settle, compromise, terminate, rescind or discharge (except by performance), and</p> <p>(iv) not abandon, waive, dismiss, release or discharge any action, claim or proceedings against any counterparty to a Relevant Agreement or Customer Contract or other person in connection with,</p>	

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	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>any Relevant Agreement or Customer Contract and any other document, agreement or arrangement comprising the Secured Assets (other than the Insurance Policies)</p> <p>ENFORCEMENT</p> <p>The Debenture gives the Lender the power to appoint a receiver and/or an Administrator</p> <p>DEFINITIONS</p> <p>Book Debts All future book and other debts, and monetary claims due or owing to the Company (at the date of the Debenture or thereafter), and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Company in relation to any of them</p> <p>Customer Contracts All contracts, engagements and other commitments at the date of the Debenture or thereafter (including those listed in Schedule 3 to the Debenture) under which customers of the Company agree to purchase services from the Company including, without limitation, services providing the customer with, or relating to the provision to the customer of, access to telephone, broadband and television programs</p> <p>Designated Account Any account of the Company nominated by the Lender as a designated account for the purposes of the Debenture</p> <p>Equipment All equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property (at the date of the Debenture or thereafter) for the time being owned by the Company, including any part of it and all spare parts, replacements, modifications and additions</p> <p>Facility Agreement The uncommitted on-demand facility agreement entered into between the Company and the Lender on or around the date of the Debenture for the provision of the loan facilities secured by the Debenture</p> <p>Insurance Policy Each contract and policy of insurance effected or maintained by the Company from time to time in respect of its assets or business (including, without limitation, any insurances relating to the Properties or the Equipment)</p> <p>Investments All certificated stocks, shares, loan capital, securities, bonds and investments (whether or not marketable) for the time being owned (at law or in equity) by the Company (at the date of the Debenture or thereafter), including any</p> <p>(a) dividend, interest or other distribution paid or payable in relation to any of the Investments, and</p> <p>(b) right, money, shares or property accruing, offered or issued at any time in relation to any of the Investments by way of redemption, substitution, exchange, conversion, bonus, preference or otherwise, under option rights or otherwise</p>

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	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Permitted Security Interest Any Security Interest arising under</p> <p>(a) the Debenture,</p> <p>(b) any liens arising by operation of law and in the ordinary course of the Company's business and not as a result of any default or omission by the Company,</p> <p>(c) any normal title retention arrangements included in a supplier's standard conditions of supply of goods acquired by the Company in the ordinary course of trade,</p> <p>(d) any netting or set-off arrangement entered into by the Company in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances,</p> <p>(e) the following security which was granted by the Company before the date of the Debenture -</p> <ul style="list-style-type: none"> • Debenture dated 15th December 2005 granted by the Company to Gordon and James Patterson, • Debenture dated 22nd October 2007 granted by the Company to The Governor and Company of the Bank of Ireland, • Assignment of Life Policies dated 12th October 2007 granted by the Company to The Governor and Company of the Bank of Ireland, and <p>(f) Security created or outstanding with the Lender's prior written consent</p> <p>Properties All freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, (at the date of the Debenture or thereafter and from time to time) owned by the Company, or in which the Company holds an interest (including, but not limited to, the properties specified in Schedule 1 to the Debenture), and Property means any of them</p> <p>Relevant Agreement Each agreement specified in Schedule 2 to the Debenture</p> <p>Secured Assets All the assets, property and undertaking for the time being subject to the Security Interests created by, or pursuant to, the Debenture</p> <p>Security Interest Any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect</p>


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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
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Commission allowance or discount

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 870) 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 866) 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)
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9	Signature Please sign the form here
Signature	<div>Signature</div> <div>X  X</div>
	This form must be signed by a person with an interest in the registration of the charge

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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 Philip Jones

Company name Keystone Law

Address Audley House, 13 Palace Street

Post town London

County/Region

Postcode S W 1 E 5 H X

Country United Kingdom

DX 2307 Victoria

Telephone 020 7152 6550



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. 5470659
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 13
FEBRUARY 2013 AND CREATED BY WIGHTFIBRE LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO CONNECT ONLINE LIMITED ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 26 FEBRUARY
2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 FEBRUARY
2013

DX



Companies House



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