

COMPANIES FORM No. 395**Particulars of a mortgage or charge**

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

Name of company

* Symbian Limited (the "Company"), having its registered office at 2-6 Boundary Row, Southwark, London SE1 8HP

Date of creation of the charge

04 May 2004

Description of the instrument (if any) creating or evidencing the charge (note 2)

Debenture made between (1) the Company, (2) Symbian Software Limited and (3) the Bank (as defined below) relating to any and all liabilities due, owing or incurred by the Charging Companies (as defined in Schedule 3 hereto) to the Bank (the "Debenture")

Amount secured by the mortgage or charge

The payment and discharge of the Secured Liabilities (as defined in Schedule 1 hereto)

Names and addresses of the mortgagees or persons entitled to the charge

Barclays Bank PLC (the "Bank"), registered in England and Wales and having its registered office at 54 Lombard Street, London

Postcode EC3P 3AH

Presentor's name address and reference (if any):

Simmons & Simmons
CityPoint
One Ropemaker Street
London
EC2Y 9SS

AA65413NHF/JUS 02076282020

Time critical reference

For official Use
Mortgage Section



Short particulars of all the property mortgaged or charged

Please see Schedule 2

Please do not
write in
this margin

Please complete
legibly, preferably
in black type, or
bold block
lettering

01
+
45

Particulars as to commission allowance or discount (note 3)

None

Signed

Immunised Immun

Date

11 May 2004

On behalf of [XXXXXX] [mortgagee/chargee]†

A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF14 3UZ

SCHEDULE 1

Amount secured by the mortgage or charge (cont.)

The "Secured Liabilities" means each and every liability, of any kind whatsoever and howsoever arising, which Symbian Software may now or at any time hereafter have to the Bank whether (a) present or future (b) actual or contingent (c) incurred by Symbian Software alone or jointly with another person or other persons and/or (d) incurred by Symbian Software as principal or as surety or in some other capacity under or pursuant to, or in respect of or in connection with, the Finance Documents including (i) any liability in respect of any further advances made thereunder or hereunder and (ii) any liability in respect of any breach of any obligation, undertaking, representation or warranty contained therein and pay to the Bank every sum (of principal, interest or otherwise) now or at any time hereafter due, owing, payable or incurred from or by Symbian Software to the Bank under or pursuant to, or in respect of or in connection with, any such liabilities.

Words and expressions defined in Schedule 3 shall have the same meaning in this Schedule 1.

SCHEDULE 2

Short particulars of all the property mortgaged or charged

1. Pursuant to clause 3.1 of the Debenture, as a continuing security for the payment and discharge of the Secured Liabilities, Symbian Software with full title guarantee (subject to the Permitted Encumbrances):

(A) Debts

charges in favour of the Bank by way of a fixed charge all right, title and interest of Symbian Software to and in all the Debts which are not otherwise subject to a fixed charge or assigned (whether at law or in equity) to the Bank by or pursuant to the Debenture;

(B) Intellectual Property

charges in favour of the Bank by way of fixed charge all right, title and interest of Symbian Software to and in the Charged Intellectual Property;

(C) Real Property

- (1) charges in favour of the Bank by way of legal mortgage all Real Property situated in England and Wales and vested in Symbian Software at on or about 04 May 2004 (including any property specified in part 2 of Schedule 3);
- (2) charges in favour of the Bank by way of fixed charge all Real Property situated outside England and Wales and belonging to Symbian Software at on or about 04 May 2004; and
- (3) charges in favour of the Bank by way of fixed charge all Real Property acquired by Symbian Software at any time after on or about 04 May 2004;

(D) Chattels

charges in favour of the Bank by way of fixed charge all right, title and interest of Symbian Software to and in the Chattels;

(E) Investments

charges in favour of the Bank by way of fixed charge all right, title and interest of Symbian Software to and in the Investments;

(F) Accounts

charges in favour of the Bank by way of fixed charge all right, title and interest of Symbian Software to and in all rights and claims to which Symbian Software is now or may at any time hereafter become entitled in relation to all moneys now or at any time hereafter standing to the credit of any of the Operating Accounts opened or maintained with the Bank together with all rights relating or attaching thereto (including the right to interest accruing thereon);

(G) Rental Income

charges in favour of the Bank by way of a first fixed charge all rental and other income and all debts and claims now or in the future due or owing to Symbian Software under or in connection with any lease, agreement or licence relating to all Real Property;

(H) Contracts

assigns to the Bank, to the extent permissible under the relevant Contract all right, title and interest of Symbian Software to and in all rights and claims to which it is now or may at any time hereafter become entitled under or in respect of the Contracts (excluding any contracts of employment);

(I) Goodwill and Uncalled Capital

charges in favour of the Bank by way of fixed charge all goodwill and uncalled capital now or at any time hereafter belonging to Symbian Software;

(J) Orders under Insolvency Act

charges in favour of the Bank by way of fixed charge all right, title and interest of Symbian Software to and in all moneys and other assets now or at any time hereafter due, owing, payable or transferable to Symbian Software or any administrator or liquidator thereof pursuant to any order or declaration of the court made pursuant to any provision of the Insolvency Act 1986; and

(K) Floating Charge

charges in favour of the Bank by way of floating charge the whole of Symbian Software's property, undertaking and assets, present and future, other than any property or assets for the time being effectively charged to the Bank by way of fixed charge or effectively assigned (whether at law or in equity) to the Bank or otherwise subject to an effective fixed security in favour of the Bank pursuant to the Debenture.

2. Each legal mortgage, fixed charge and assignment created or effected by clause 3.1 of the Debenture (as set out in paragraphs (A) to (K) above) shall be a first fixed security.
3. The floating charge shall be a first floating charge.
4. Where the effect of Schedule B1 to the Insolvency Act 1986 is not excluded by section 249 of the Enterprise Act 2002 with respect to Symbian Software and without prejudice to any power of appointment which the Bank may have under the Debenture, paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge.

Negative Pledge

5. Symbian Software undertakes that at no time during the subsistence of the Security will Symbian Software:

- (A) create, grant, extend or attempt to create, grant or extend or permit to subsist any Encumbrance (other than a Permitted Encumbrance) on or over all or any part of the Charged Property;
- (B) other than in relation to (i) disposals of property for the time being subject to the floating charge, (ii) (prior to the occurrence of an Enforcement Event) disposals of cash standing to the credit of any Operating Accounts, and (iii) the licensing of any Intellectual Property in the ordinary and usual course of and for the purposes of its business:
 - (1) sell, transfer, assign, lease or otherwise dispose of all or any part of the Charged Property, or create, any estate, interest or right in or over, or relating to the use, occupation, possession or enjoyment of, all or any part of the Charged Property or permit the acquisition by any person of any proprietary interest or any right in or over, or which may affect the value of, any of the Charged Property; or
 - (2) grant any right of pre-emption or any option in respect of or in connection with any of the foregoing; or
 - (3) agree to do any of the foregoing,except with the prior written consent of the Bank.

Words and expressions defined in Schedules 1 and 3 shall have the same meaning in this Schedule 2.

SCHEDULE 3

PART 1

In this form 395, the following terms shall have the following meanings:

1. “Charged Intellectual Property” means all Intellectual Property now or at any time hereafter owned by any of the Charging Companies, including but not limited to any Intellectual Property specified in part 3 of this Schedule 3 and all Intellectual Property owned by any of the Charging Companies and relating to the Symbian OS Software and the Quartz User Interface Software but shall not include any such Intellectual Property to the extent that the creation, existence or enforcement of the charge created pursuant to the Debenture would:

- (A) be impossible due to the nature of the Intellectual Property;
- (B) result in any third party (or their successor, estate or proper assignee) which has assigned or licensed such Intellectual Property to the relevant Charging Company having the right to terminate or revoke the relevant Charging Company's rights in respect of such Intellectual Property; or
- (C) give rise to an infringement or unauthorised use of Intellectual Property licensed to the relevant Charging Company;

“Charged Property” means the undertaking, property, assets, rights and revenues of each of the Charging Companies (whether present or future) from time to time charged in favour of, or assigned (whether at law or in equity) to, the Bank by or pursuant to the Debenture, including (for the avoidance of doubt) the Charged Intellectual Property;

“Charging Companies” means the Company and Symbian Software and each one is a “Charging Company”;

“Chattels” means all plant and machinery not charged pursuant to the Debenture and all other chattels now or at any time hereafter belonging to any Charging Company or in which it has, now or in the future, any right, title or interest (excluding any of the same for the time being forming part of its stock in trade or work in progress);

“Company” means Symbian Limited, a company registered in England and Wales with company number 1796587 and having its registered office at 2-6 Boundary Row, Southwark, London SE1 8HP; and

“Computer Centre Dilapidations Account” means the sterling account number 25545795 opened by Symbian Software with NatWest Bank Plc (Angel Islington Branch) Sort Code 60-12-02 as a dilapidations account;

“Contracts” means the contracts or agreements to which each Charging Company is a party with any customer or supplier including but not limited to any licensing agreements or arrangements relating to the Symbian OS Software to which each Charging Company is a party and any service contracts entered into with UIQ by any other member of the Group;

“Debts” means in respect of each Charging Company:

- (A) all present and future book and other debts and other moneys of any nature whatsoever now or at any time hereafter due, owing, payable or incurred to that Charging Company, including those referred to, or deriving from the assets referred to, in clause 3.1 of the Debenture (and as set out in Schedule 2 above) and including but not limited to any royalties due under any Contract but excluding any moneys now or at any time hereafter standing to the credit of any of the Operating Accounts;
- (B) all claims and other things in action which may give rise to any such debts or moneys;
- (C) the benefit of all bills of exchange, promissory notes and negotiable instruments of any description now or at any time hereafter enjoyed or held by that Charging Company in relation to any of the foregoing; and
- (D) all rights of any nature whatsoever relating to any of the foregoing including any security (whether in the form of guarantees, indemnities, insurances or otherwise) and any remedies therefor;

"Encumbrance" means:

- (A) any mortgage, charge, pledge, lien, assignment, hypothecation or other priority or security interest;
- (B) any deferred purchase, title retention, trust, sale-and-repurchase, sale-and-leaseback, hold back or flawed asset arrangement or right of set-off;
- (C) any other agreement or arrangement whatsoever having the same commercial or economic effect as security; and
- (D) any agreement for any of the foregoing;

"Enforcement Event" means any Event of Default and any failure of any of the Charging Companies to pay and discharge any of the Secured Liabilities as the same fall due for payment and discharge;

"Event of Default" has the meaning given to it in the Facility Agreement;

"Facility Agreement" means the bilateral single currency revolving facility agreement dated 04 May 2004 and made between (1) the Bank and (2) the Charging Companies, as may be amended from time to time;

"Finance Documents" means the Facility Agreement, the Debenture and any other document designated as such by the Company and the Bank;

"Group" means the Company and any Subsidiary of the Company for the time being.

"Intellectual Property" means patents, trade marks, service marks, rights (whether registered or unregistered) in any designs, applications for any of the foregoing, trade or business names and copyright (including rights in computer software) and topography rights, inventions, know-how, secret formulae and processes, unregistered trade marks, database rights and rights under licences and consents in

relation to any of the above and all rights or forms of protection of a similar nature or having equivalent effect anywhere in the world;

"Investments" means all shares, stocks, debentures, bonds, warrants and securities of any kind whatsoever whether marketable or otherwise and any certificates representing any of the same and all other interests both present and future held by or on behalf of each of the Charging Companies in any person (including any subsidiary of any Charging Company) and includes all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property offered at any time by way of dividend, conversion, redemption, bonus, preference, option or otherwise in respect thereof, and in the case of shares, including but not limited to any shares in each Charging Company's subsidiaries and the shareholdings listed in part 5 of this Schedule 3;

"Operating Accounts" means all accounts, but excluding the Computer Centre Dilapidations Account, now or at any time in the future opened or maintained by each of the Charging Companies with the Bank or any other bank or banks including all credit balances now or at any time in the future held to the credit of such accounts, all debts from time to time represented by such credit balances and all other rights accruing or arising in relation to each such account, being at the date hereof the accounts specified in part 6 of this Schedule 3;

"Permitted Encumbrance" means any Encumbrance created by or pursuant to this Debenture or any other Encumbrance in favour of the Bank or Security permitted pursuant to the Facility Agreement;

"Quartz User Interface Software" means all software (including source code and object code) in the user interface software known as "Quartz" or "UIQ", including all user interface software owned by the Charging Companies in which rights have been licensed by the Company under any of the categories of agreements listed in part 4 of this Schedule 3 but excluding, for the avoidance of doubt, any components licensed to the Charging Companies by any third party.

"Real Property" means:

- (A) all freehold or leasehold property wheresoever situate (including any property in England and Wales specified in part 2 of this Schedule 3) now or at any time hereafter belonging to each of the Charging Companies together with all rights, easements and privileges from time to time attached or appurtenant thereto or benefiting the same; and
- (B) all buildings, erections and structures (whether in the course of construction or otherwise) and fixtures and fittings and fixed plant and machinery from time to time therein or thereon;

"Security" means the security from time to time constituted by or pursuant to the Debenture;

"Subsidiary" means a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985.

“Symbian OS Software” means all software (including source code and object code) in the Symbian operating system or base platform system known as “Symbian OS” (or previously known as “EPOC 32” or “EPOC”), including all software owned by the Charging Companies in which rights have been licensed by the Company under any of the categories of agreements listed in part 4 of this Schedule 3 but excluding, for the avoidance of doubt, any components licensed to the Charging Companies by any third party; and

“UIQ” means UIQ Technology AB, a company registered in Sweden as company number 556556-7911 and having its registered office at Soft Centre VII, S-37225 Ronneby, Sweden.

2. Unless the context otherwise requires, any reference herein to:

the “Bank” or the “Charging Company” shall be construed so as to include their respective successors and any successor of such a successor;

a “clause” or a “schedule” shall be construed as a reference to a clause hereof or a schedule hereto;

the “floating charge” shall mean the floating charge created by the Debenture;

a “person” shall be construed as a reference to any individual, company, body corporate, corporation sole or aggregate, government, state or agency of a state, firm, partnership, joint venture, association, organisation, trust or entity (in each case, whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists) and a reference to any of them shall include a reference to the others;

a “subsidiary” of any person shall be construed as a reference to any person which is a “subsidiary undertaking” of the first-mentioned person within the meaning ascribed to that term by Section 258 of the Companies Act 1985 as it is in force at the date hereof;

a “successor” of any person shall mean an assignee, a transferee or a successor in title of such person or any person who, under the laws of its jurisdiction of incorporation or domicile, shall have assumed the rights and obligations of such person or to whom under such laws the same shall have been assigned or transferred;

“tax” shall be construed so as to include any present or future tax, levy, impost, duty, charge, fee, deduction or withholding of any nature and whatever called, by whomsoever, on whomsoever and wherever imposed, levied, collected, withheld or assessed (including any penalty or interest payable in connection with any failure to pay or delay in paying any of the same) and “taxes” and “taxation” shall be construed accordingly; and

“VAT” shall be construed so as to mean value added tax and any similar or replacement tax which may be imposed from time to time.

PART 2: DETAILS OF REAL PROPERTY

REGISTERED LAND

(Freehold or leasehold property (if any) in England and Wales belonging to the Company title to which is registered at H.M. Land Registry)

Address	County & district / London Borough	Landlord	Description of Property
2-6 Boundary Row (SE1)	LONDON / SOUTHWARK	Allied Dunbar Assurance Plc	5 floors (entire building) FRI Lease 12 year lease / break clause at 10 / expiring 08/03/12 34,000 square feet
1-13 Boundary Row (SE1)	LONDON / SOUTHWARK	Dealfirst Ltd and Patrick Group Ltd	3 floors (excludes top floor) Lease expires 07/03/12 14,285 square feet
Friars House, 157-168 Blackfriars Road (SE1)	LONDON / SOUTHWARK	New Friars House Ltd	Lease expires 28/09/10 24,106 square feet
19 Harcourt Street (W1)	LONDON / WESTMINSTER	Austin Properties Ltd	All floors Lease expires 24/06/04 7,184 square feet
Sentinel House, 16 Harcourt Street, W1	LONDON / WESTMINSTER	Nottinghamshire County Council	6 floors (basement – 4 th , excluding top 2 floors) Lease break clause 24/06/04 (in effect) 21,500 square feet
Capital House, 25 Chapel Street, W1	LONDON / WESTMINSTER	Helical Bar Head landlord Equifax sub-landlord	15 th floor – underlet to Xchange software – expires 24/06/04 6 th – underlet to Packet Video – expires 24/06/04 5 th – underlet to Marathon Oil – expires 24/06/04 11 th – Symbian sub-let – expires 21/12/04 Each floor – 4,000 square feet
3 Ely Road, Milton, Cambridge, CB4 6AA	MILTON / CAMBRIDGE	Helical Bar Head	FRI Lease 11 years - expires 01/01/15 17,300 square feet

PART 3: DETAILS OF INTELLECTUAL PROPERTY

PATENTS AND PATENT APPLICATIONS

1. Granted patents: subsisting, in-force: no charge registered

- EP(FI) 0,922,250
- EP(FR) 0,922,250
- EP(IT) 0,922,250
- EP(NE) 0,922,250
- EP(SE) 0,922,250
- EP(GB) 0,922,250
- EP(DE) 69812285
- GB 2,365,292
- GB 2,365,712
- GB 2,370,468
- GB 2,370,728
- GB 2,371,382
- GB 2,371,178
- GB 2,376,609
- GB 2,377,135
- HK 1,021,306

2. Published applications: no charge registered

- EP 1,145,161 A
- EP 1,307,807 A
- EP 1,309,910 A
- EP 1,314,301 A
- EP 1,346,588 A
- EP 1,348,158 A
- EP 1,366,435 A
- EP 1,386,448 A
- EP 1,405,243 A
- EP 1,410,198 A
- GB 2,367,992 A
- GB 2,370,208 A
- GB 2,373,681 A
- GB 2,385,957 A
- GB 2,386,511 A
- GB 2,386,510 A
- GB 2,386,512 A
- GB 2,388,277 A
- GB 2,389,747 A
- GB 2,389,999 A
- GB 2,390,918 A
- GB 2,391,086 A
- GB 2,391,655 A
- JP 2000 - 501873
- JP 2002 - 536767
- JP 2003 - 509369

- JP 2004 - 505369
- JP 2004 - 505370
- US 09/242,383
- US 09/673,161
- US 10/343,332
- US 10/343,333
- US 10/362,105
- US 10/362,108
- US 10/362,109
- US 10/451,500
- US 10/451,708
- US 10/476,261
- WO 03/030026
- WO 03/065688
- WO 03/065698
- WO 03/065701
- WO 03/075547
- WO 03/100580
- WO 03/100581
- WO 03/100582
- WO 03/100583
- WO 03/101139

3. Unpublished applications: no charge registered

- GB 0,313,374.1 (A)
- GB 0,313,375.8 (A)
- GB 0,313,385.7 (A)
- GB 0,313,377.4 (A)
- GB 0,313,619.9 (A)
- GB 0,314,593.5 (A)
- GB 0,314,623.0 (A)
- GB 0,315,492.9 (A)
- GB 0,316,122.1 (A)
- GB 0,318,037.9 (A)
- GB 0,322,718.8 (A)
- GB 0,322,716.2 (A)
- GB 0,323,442.4 (A)
- GB 0,323,439.0 (A)
- GB 0,323,440.8 (A)
- GB 0,323,302.0 (A)
- GB 0,325,145.1 (A)
- GB 0,325,146.9 (A)
- GB 0,327,261.4 (A)
- GB 0,328,355.3 (A)
- GB 0,328,356.1 (A)
- GB 0,329,279.4 (A)
- GB 0,329,283.6 (A)
- GB 0,329,834.6 (A)
- GB 0,329,835.3 (A)

REGISTERED TRADE AND SERVICE MARKS AND APPLICATIONS THEREFOR

Trade Marks	Country of Application	Classes	Number	Registration date	Key dates
SYMBIAN	UK	9, 16, 38 & 42	2198829	29.05.99	Next renewal date 29.05.09
SYMBIAN	US	9, 16, 35, 37, 38 & 42	75/859,197	29.11.99	TBC
SYMBIAN	CTM	9, 16, 38 & 42	001401595	20.11.02	Next renewal date: 28.11.09
SYMBIAN	HONG KONG	9, 16, 38 & 42	1441/2003 1442/2003 1443/2003 1444/2003	28.1.03	Application in progress
SYMBIAN	SOUTH KOREA	9, 16, 38 & 42	45-2003-1093	27.3.03	Pending.
SYMBIAN	TAIWAN	9, 16, 38 & 42	092015244 092015245 092015247 092015246	28.3.03	Pending.
SYMBIAN	CHINA	9, 16, 38 & 42	3501761 3501760 3501759 3501750	26.3.03	Pending.
SYMBIAN (in Chinese characters)	HONG KONG	9, 16, 38 & 42	300015366	9.5.03	Pending.
SYMBIAN (in Chinese characters)	TAIWAN	9, 16, 38 & 42	92031409 92031411 92031412 92031413	14.5.03	Pending.
SYMBIAN (in Chinese characters)	CHINA	9, 16, 38 & 42	3552047 3552046 3552045 3552044	12.5.03	Pending.
SYMBIAN OS	US	9	78-120,8792	Final review before registration has been completed. Will be registered in due course.	
SYMBIAN	Japan	9, 16, 38 & 42	11-109695	19.10.01 (reg no 4514841)	Next renewal date: 20.4.11
SYMBIAN MOBILEOS	CTM	9, 16, 38, 41 & 42	002174035	17.06.02	Next renewal date: 12.04.11
Swirls device	UK	9, 16, 38 & 42	2198832	29.05.99	Next renewal date 29.05.09
"i" logo	UK	9, 16, 38 & 42	2198831	29.05.99	Next renewal date 29.05.09
"i" logo	US	9, 16, 35, 37, 38 & 42	75/859,562	29.11.99	TBC
"i" logo	CTM	9, 16, 38 & 42	001401736	28.11.99	Expires: 28.11.09
"i" logo	Japan	9, 16, 38 & 42	11-109696	29.11.99	Next renewal date:

		42			20.4.11
Epoc hand device (logo)	UK	9, 16, 38 & 42	2198810	29.05.99	Next renewal date 29.05.09
UIQ	CTM	9, 16, 38, 41 & 42	002617405	14.3.02	

PART 4: SYMBIAN OS AGREEMENTS

Customisation Kit Licence Release v6.1

Customisation Kit Licence Release v7.0

Dev Kit New Release Agreement

Developers Partner Product Justification Document

Development Kit Licence Agreement

Development Kit New Release Agreement

New Release Agreement for 6.1

Platinum Partner Agreement

Professional Services Agreement

Software Development and Licensing Agreement

Software Licence and Distribution Agreement

Software Licence and Services Agreement

Software Licence Variation Agreement

Software Licence & Confidentiality Agreement

Software Licence & Distribution Agreement

Special Release Agreement for 7.0s

Symbian Competence Center Marketing and Services Agreement,

PART 5: DETAILS OF INVESTMENTS

<u>Name of Subsidiary</u>	<u>Issued Share Capital</u>	<u>Description and Number of Shares Held</u>
Symbian Software Limited	£2.00	2 ordinary shares of £1 each
Symbian Co. Ltd	YEN 10,000,000	200 ordinary shares of YEN50,000 each
UIQ Technology AB	100,000SEK	1,000 ordinary shares of SEK 100 each
Symbian Inc.	100c	1,000 ordinary shares of 0.1c each
Wireless Cluster Group Limited	£2.00	2 ordinary shares of £1.00 each

PART 6: DETAILS OF ACCOUNTS

OPERATING ACCOUNTS WITH OTHER BANKS

Account Name	Currency	Bank and Branch	Account Number	Sort Code
Symbian Limited	GB£	NatWest Bank Plc (Angel Islington Branch)	14016028	60-12-02
Symbian Limited	US\$	NatWest Bank Plc (Angel Islington Branch)	06612296	60-12-02
Symbian Limited	JPY	NatWest Bank Plc (Angel Islington Branch)	08001634	60-00-04
Symbian Limited	GB£	NatWest Bank Plc (Angel Islington Branch)	14047772	60-12-02
Symbian Pension Scheme	GB£	NatWest Bank Plc (Angel Islington Branch)	14042290	60-12-02
Symbian Software Limited	GB£	NatWest Bank Plc (Angel Islington Branch)	25545485	60-12-02
Symbian Software Limited	US\$	NatWest Bank Plc (Angel Islington Branch)	28603354	60-12-02

OPERATING ACCOUNTS WITH THE BANK

Account Name	Currency	Bank and Branch	Account Number	Sort Code
Symbian Limited	GB£	Barclays Bank (Lombard Street)	90641286	20-37-75
Symbian Limited	GB£	Barclays Bank (Lombard Street)	10104647	20-37-75
Symbian Software Limited	GB£	Barclays Bank (Lombard Street)	20163880	20-37-75

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 01796587

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 4th MAY 2004 AND CREATED BY SYMBIAN LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BARCLAYS BANK PLC UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 11th MAY 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14th MAY 2004.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

P. Pan.