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\*insert full name  
of company

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

4

2329963

Name of company

\*BLACKBERRY LIMITED

Date of creation of the charge

13 July 1995

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

A mortgage debenture (the "Mortgage Debenture") dated 13 July 1995 and made between Blackberry Limited (the "Company") (1), and The Royal Bank of Scotland plc (the "Bank") (2).

Amount secured by the mortgage or charge

A. All indebtedness and monies and the discharge of all obligations and liabilities whatsoever, in whatever currency denominated, whether actual or contingent, present or future, which may be at the time of the creation of the Mortgage Debenture or thereafter due, owing or incurred by it to the Bank, under or in connection with a facility agreement dated 13 July 1995 and made between the Company (1) and the Bank (2) (the "Facility Agreement"), an overdraft facility agreement dated 13 July 1995 and made between the Company (1) and the Bank (2) (the "Overdraft Agreement") or the Mortgage Debenture and whether on any current or other account (whether alone or jointly and whether as principal or surety).

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

The Royal Bank of Scotland plc

24 Grosvenor Place

London SW1X 7HP

Postcode

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

McKenna & Co  
Mitre House  
160 Aldersgate Street  
London  
EC1A 4DD

For official use  
Mortgage Section

Post room

REGISTERED

20 JUL 1995



Time critical reference

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A. As a continuing security for all the respective liabilities and obligations described above:-

- (i) by way of first legal mortgage all of the freehold and leasehold property now vested in the Company including but not limited to the land lying to the north of Salisbury Road, Hounslow, in the London Borough of Hounslow, Title number MX 391843 and all buildings and fixtures (including trade fixtures, tenant's fixtures and fixed plant and machinery) at the time of the creation of the Mortgage Debenture or thereafter from time to time therein or thereon but excluding land in Scotland (the "Legally Mortgaged Property") and/or the proceeds of sale thereof;

Particulars as to commission allowance or discount (note 3)

Signed McKenna & Co

Date 19th July 1995

On behalf of ~~[company]~~ mortgagee/chargee <sup>†</sup>

† delete as  
appropriate

- 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.

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## Particulars of a mortgage or charge (continued)

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

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Company Number

2329963

Name of Company

BLACKBERRY LIMITED

Limited\*

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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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- B. All costs (including legal costs), charges, expenses and damages sustained or incurred by the Bank, in connection with the enforcement, defence or protection of the security constituted by the Mortgage Debenture or the appointment of any receiver, receiver and manager or administrative receiver appointed pursuant to the provisions of the Mortgage Debenture (a "Receiver"), delegate or sub-delegate thereunder or the pursuit of any rights contained in the Mortgage Debenture or under or in connection with the Facility Agreement, the Overdraft Agreement, the Mortgage Debenture or the Charged Property (as hereinafter defined) in each case on a full indemnity basis.
- C. Interest on and in respect of any amounts due under the foregoing from day to day until full discharge (whether before or after judgment, liquidation, winding-up or administration of the Company) at such rate or rates as may from time to time be payable or deemed to be payable and compounded (whether before or after demand or judgment) in accordance with the Facility Agreement and/or the Overdraft Agreement, as the case may be, and, in the case of any sum payable under paragraph B above at the rate of two per cent per annum over the Bank's base rate from time to time; PROVIDED THAT, in relation to such costs, charges, expenses, and damages and other sums as are mentioned in paragraph B above interest shall accrue and be payable as from the date on which the same are paid by any Bank, any Receiver, delegate or sub-delegate as therein mentioned or became due to such Receiver, delegate or sub-delegate under the terms of his appointment without the necessity for any demand being made for payment thereof.
- D. The amount recoverable under Clause 25 of the Mortgage Debenture being the amount of any security granted or payment made to the Bank by the Company or any other person on any settlement, discharge or release which is avoided or reduced or ordered to be refunded by virtue of any provisions of any enactments relating to bankruptcy, liquidation or insolvency for the time being in force.
- E. All costs incurred by any Receiver in carrying out such acts and doing such things in relation to all or any of the Charged Property which such Receiver considers necessary or desirable to maintain the value of such Charged Property or to maintain the efficacy of the security constituted by the Mortgage Debenture over the Charged Property (including, without limitation, the costs of the services obtained from any persons in any way relating thereto) and the costs of employing agents, contractors, workmen, surveyors, architects, lawyers or such other persons as it or he thinks fit to advise on all acts in relation thereto, together with interest at the rate referred to in paragraph C. above accruing from the date of the same being incurred by such Receiver.

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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- (ii) by way of first fixed equitable charge all estates or interests in any freehold and leasehold property (other than such property effectively mortgaged under paragraph (i) above) at the time of the creation of the Mortgage Debenture and at any time during the continuance of the security created by the Mortgage Debenture belonging to or charged to the Company and all licences at the time of creation of the Mortgage Debenture or thereafter held by the Company to enter upon or use land and the benefit of all other agreements relating to land to which the Company is or may become a party or otherwise entitled and all buildings fixtures (including trade and tenant's fixtures) and fixed plant and machinery owned by the Company and from time to time in or on any freehold or leasehold property an interest in which is charged or mortgaged under the Mortgage Debenture (the "Equitably Charged Property") and/or the proceeds of sale thereof;
- (iii) by way of first fixed charge all book debts (including bank deposits, credit balances and the accounts in respect of the same (including, without limitations, the account with the Bank at 24 Grosvenor Place, London SW1X 7HP in the name of the Company bearing account number 10015405 (or any account from time to time substituted for the same) and required to be opened pursuant to Clause 10.13 of the Facility Agreement together with all sums deposited therein or standing to the credit thereof (including any renewed or substituted deposits) in whatever currency denominated and all interest accruing thereon (the "Account")) and other monetary debts and claims at the time of creation of the Mortgage Debenture and from time to time due or owing to the Company and the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) things in action which give rise or may give rise to a debt or debts including all the right, title and interest of the Company to and in any policies of insurance or assurance and the proceeds thereof (the "Book and other Debts");
- (iv) by way of first fixed charge all shares, stocks, and/or other securities legally and/or beneficially owned by the Company or any nominee from time to time including without limitation all dividends, benefits, property, rights, accretions, monies, advantages, credits, rebates, refunds (including rebates and refunds in respect of any tax, duties, imposts or charges) and other distributions paid or payable in respect thereof whether by way of bonus, capitalisation, preference, option, redemption or otherwise (the "Securities") together with all bills of exchange, promissory notes, negotiable instruments, debentures, loan capital indebtedness or liabilities on any account or in any manner owing to the Company;
- (v) by way of first fixed charge the uncalled capital, goodwill, (which shall include all brand names) licences, trademarks and service marks (which shall include without limitation all symbols, representations or similar patterns of a trademark), patents, patent applications, designs, copyrights, confidential information, computer software, rights in the nature of copyright, registered designs, know-how, design rights and all other intellectual property rights at the time of creation of the Mortgage Debenture or at any time during the continuance of the security created by the Mortgage Debenture belonging to the Company (the "Goodwill and Intellectual Property");

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## Particulars of a mortgage or charge (continued)

Continuation sheet No 2  
to Form No 395 and 410 (Scot)

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Company Number

2329963

Name of Company

BLACKBERRY LIMITED

Limited\*

\* delete if  
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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

- F. Together with an indemnity out of the Charged Property (as such term is hereinafter defined) in favour of the Bank and every Receiver, delegate, sub-delegate or other person appointed by any of them and any manager, agent, officer or employee for whose liability, act or omission any of them may be answerable in respect of all liabilities, costs, charges, losses and expenses properly incurred or suffered by them or any of them in the execution or the purported execution of any powers, authorities or discretions vested in them or any of them pursuant to the Mortgage Debenture and against all actions, proceedings, claims and demands in respect of any matter or thing done or omitted or in any way relating to the Charged Property or the provisions of the Mortgage Debenture or occasioned by any breach by the Company of any of its covenants or other obligations to the Bank under the Mortgage Debenture or under the Facility Agreement and/or the Overdraft Agreement and all sums necessary to effect and maintain such indemnity shall be an additional charge on the Charged Property.

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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- (vi) by way of first fixed charge all amounts realised upon the enforcement or execution of any order of the court under Sections 212, 213, 214, 238, 239, 244 or 423 of the Insolvency Act 1986;
- (vii) by way of deposit with the intention of charging the same or the assets to which they relate (as the case may be) whereupon the same or the assets to which they relate shall stand charged upon the terms of the Mortgage Debenture:-
- (a) all deeds and documents of title relating to all freehold leasehold and heritable property from time to time belonging to the Company (and the insurance policies relating thereto);
  - (b) all such documents relating to the Charged Property (as hereinafter defined) as the Bank may from time to time require;
- (viii) by way of first floating charge the Company's undertaking and all its other property, assets and rights whatsoever and wheresoever present or future including, without limitation, the stock in trade of the Company and the property, assets and rights mortgaged or charged under paragraphs (i) - (vi) (inclusive) if and in so far as the mortgage or charges thereon contained in the Mortgage Debenture shall for any reason be ineffective as fixed charges or security (all such property assets and rights hereinafter called the "Property charged by way of Floating Charge" and together with the Legally Mortgaged Property, the Equitably Charged Property, the Book and other Debts, the Securities, the Goodwill and Intellectual Property, and all other property mortgaged under the Mortgage Debenture or charged collectively called the "Charged Property" which expression shall be taken to refer to the real and/or the personal or incorporeal property mortgaged under the Mortgage Debenture or charged as the context may require or admit);

N.B. The Mortgage Debenture contains provisions whereby the Company covenants and agrees that it will not without the prior consent in writing of the Bank:-

- (a) create or attempt to create or permit to subsist any mortgage, charge, hypothecation, pledge, lien, encumbrance, trust arrangement, contractual arrangement having the effect of security, conditional sale or other title retention agreement or other security interest whatsoever, howsoever created or arising but shall not include any such Security Interest permitted pursuant to the provisions of the Facility Agreement (a "Security Interest"), or permit any other proprietary right or interest to arise on or affect the Charged Property or any part thereof or any interest therein;

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## Particulars of a mortgage or charge (continued)

Continuation sheet No 3  
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

2329963

Name of Company

BLACKBERRY LIMITED

Limited\*

\* delete if  
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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Page 2

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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- (b) part with possession of, transfer, sell, lease or otherwise dispose of the Charged Property or any part thereof or any interest therein or attempt or agree so to do whether by a single or a series of transactions save that this provision shall not apply to such of the Charged Property as is charged pursuant to Clause (viii) of the Mortgage Debenture only and not otherwise where any such disposals are made in the ordinary course of trading as it is conducted at the time of the creation of the Mortgage Debenture for full value and for the purpose of carrying on its business; or

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N.B. The Mortgage Debenture also contains the following provision:-

- (c) the Bank may at any time and from time to time by notice to the Company convert the floating charge contained in the Mortgage Debenture into a specific charge as regards any assets specified in the notice or directions and may appoint a Receiver thereof;
- (d) notwithstanding anything contained in the Mortgage Debenture, upon the Bank serving a demand under the Mortgage Debenture or if the Company creates any Security Interest in respect of or otherwise encumbers in any way the Charged Property, or attempts to do so or if any person levies or attempts to levy any distress execution or sequestration or other process against any of the Charged Property, the floating charge shall automatically and without need for notice operate as a fixed charge the moment any such event occurs.

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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. 02329963

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE DEBENTURE DATED THE 13th JULY 1995 AND CREATED BY BLACKBERRY LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE ROYAL BANK OF SCOTLAND plc ON ANY ACCOUNT WHATSOEVER UNDER OR IN CONNECTION WITH A FACILITY AGREEMENT OF EVEN DATE, AN OVERDRAFT AGREEMENT OF EVEN DATE OR THE MORTGAGE DEBENTURE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 20th JULY 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24th JULY 1995.

PETER C NASH  
for the Registrar of Companies



COMPANIES HOUSE

HC026B

LC 24/07 PN