

120450/65  
**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 to  
register particulars of a charge for  
company. To do this, please  
use form MG01s

SATURDAY



A38

\*A23RDEXC\*

09/03/2013

#99

COMPANIES HOUSE

**1**

### Company details

Company number ☒ 0 3 4 0 3 2 6 1

Company name in full ☒ SENSORNET LIMITED  
(the "Company")

4

For official use

→ Filling 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 ☒ d2 d1 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 ☒ A debenture made between the Company and Silicon Valley Bank in its capacity as administrative agent  
under the Credit Agreement (the **Administrative Agent**) (the **Debenture**)

**4**

### Amount secured

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

Amount secured

1

10

Pursuant to Clause 2.1 (*Covenant to pay*) of the Debenture, the Chargor  
covenanted with the Administrative Agent (as collateral agent for the  
Secured Parties) that it would discharge all obligations, as and when they  
fall due in accordance with their terms, which the Chargors may at any time  
have to the Administrative Agent (whether for its own account or as  
collateral agent for the Secured Parties) or any of the other Secured Parties  
in respect of the Canadian Liabilities under or pursuant to the Loan  
Documents (including the Debenture and any Mortgage) including any  
liabilities in respect of any further advances made in respect of the Canadian  
Liabilities under the Loan Documents, whether at the date of the Debenture  
or at any time thereafter, actual or contingent (and whether incurred solely  
or jointly and whether as principal or as surety or in some other capacity)

(see Continuation Sheet 1)

#### 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 ☒ Silicon Valley Bank (as Administrative Agent)

Address 8020 Towers Crescent Drive, Suite 475, Vienna, USA

Postcode V A 2 2 1 8 2

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 **FIXED CHARGES, ASSIGNMENTS AND FLOATING CHARGE**

1 1 **Fixed Charge**

Pursuant to Clause 3.1 (*Fixed Charges*) of the Debenture, the Chargor charged with full title guarantee in favour of the Administrative Agent as collateral agent for the Secured Parties as security for the payment and discharge of the Secured Obligations, by way of first fixed charge (which, so far as it relates to land in England and Wales vested in the Chargor at the date of the Debenture and listed in Schedule 2 (*Details of Real Property*) of the Debenture, shall be a charge by way of legal mortgage) all the Chargor's right, title and interest from time to time in and to each of the following assets (subject in each case to obtaining the necessary consent to such mortgage or fixed charge from any third party) in each case both at the date of the Debenture and at any time thereafter

1 1.1 the Real Property,

1 1.2 the Tangible Moveable Property,

1 1.3 the Assigned Accounts,

1 1.4 the Charged Intellectual Property,

1 1.5 any goodwill and rights in relation to the uncalled capital of the Chargor,

1 1.6 the Investments and all Related Rights,

(See Continuation Sheet 2)

# 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

None

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).

9

### Signature

Please sign the form here

Signature

Signature

X *Travis Site LLP* 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 **Lauren Davies**

Company name **Travers Smith LLP**

Address **10 Snow Hill**

Post town **London**

County/Region

Postcode **E C 1 A 2 A L**

Country

DX

Telephone **020 7295 3397**



### 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

4

#### Amount secured

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

Amount secured

#### *Continuation Page 1*

The Chargor also covenanted to pay to the Administrative Agent when due and payable every sum at any time owing, due or incurred by it to the Administrative Agent (whether for its own account or as collateral agent for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities, provided that neither such covenant nor the security constituted by the Debenture or any Mortgage shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law,

(the Secured Obligations)

# 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

#### Continuation sheet 2

1 1 7 the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise), and

1 1 8 all Monetary Claims other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture and all Related Rights

#### 1 2 Assignments

The Chargor assigned with full title guarantee to the Administrative Agent as collateral agent for the Secured Parties as security for the payment and discharge of the Secured Obligations, subject to a proviso for re-assignment on redemption, all the Chargor's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to that assignment from any third party) in each case both at the date of the Debenture and at any time thereafter

1 2 1 the proceeds of any Insurance Policy,

1 2 2 all rights and claims in relation to any Assigned Account, and

1 2 3 each of the Specific Contracts,

and, in each case, all Related Rights

#### 1 3 Floating charge

The Chargor charged with full title guarantee in favour of the Administrative Agent as collateral agent for the Secured Parties as security for the payment and discharge of the Secured Obligations by way of first floating charge all present and future assets and undertaking of such Chargor, other than any asset which is situated in England and Wales and which is validly and effectively charged under the laws of England and Wales by way of fixed security created under the Debenture in favour of the Administrative Agent as security for the Secured Obligations

#### 2 FURTHER ASSURANCE

##### 2 1 Further assurance: general

Pursuant to Clause 6 1 2 (*Further assurance general*) of the Debenture, the Chargor covenanted that, following a request by the Administrative Agent to do so, it would promptly enter into a Mortgage over any future acquired Real Property

##### 2 1 Necessary action

Pursuant to Clause 6 2 (*Necessary action*) of the Debenture, the Chargor covenanted that it would at its own expense take all such action as is available to it, as the Administrative Agent may specify (including making all filings and registrations) for the purpose of the creation, perfection, protection, confirmation or maintenance of

# 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

any security created or intended to be created in favour of the Administrative Agent by or pursuant to the Debenture and any Mortgage

#### 3 SECURITY

Pursuant to Clause 7.1 (*Security*) of the Debenture, the Chargor covenanted that it would not, at any time during the subsistence of the Debenture or any Mortgage, create or permit to subsist any Security over all or any part of the Charged Property other than any Permitted Security

##### 3.1 No disposal of interests

Pursuant to Clause 7.2 (*No Disposal of Interests*) of the Debenture, the Chargor covenanted that it would not (nor agree to) at any time during the subsistence of the Debenture or any Mortgage, except as permitted pursuant to the Credit Agreement

3.1.1 execute any conveyance, transfer, lease or assignment of, or other right to use or occupy, all or any part of the Charged Property, or

3.1.2 create any legal or equitable estate or other interest in, or over, or otherwise relating to, all or any part of the Charged Property, or

3.1.3 (a) grant or vary, or accept any surrender, or cancellation or disposal of, any lease, tenancy, licence, consent or other right to occupy in relation to any of the Charged Property or (b) allow or grant any person any licence or right to use or occupy or to become entitled to assert any proprietary interest in, or right over, the Charged Property, which may, in each case, adversely affect the value of any of the Charged Property or adversely affect the ability of the Administrative Agent to exercise any of the Collateral Rights, or

3.1.4 assign or otherwise dispose of any interest in any Account and no right, title or interest in relation to any Account maintained with the Administrative Agent, or the credit balance standing to any such Account shall be capable of assignment or other disposal, or

3.1.5 lend or otherwise dispose of, or grant any rights (whether of pre-emption or otherwise) over, all or any part of the Investments or any Related Rights

#### 4 DEFINITIONS

**Account** means any credit balance from time to time on any account opened or maintained by any Chargor with the Administrative Agent or any other financial institution (and any replacement account or subdivision or sub-account of that account) and all Related Rights

**Additional Chargor** means any entity which becomes a Chargor by executing a Deed of Accession

**Assigned Account** means any Account that may from time to time be agreed between the Administrative

# 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

Agent and the Chargor to be an Assigned Account (including any renewal or redesignation of such Accounts)

**Canadian Liabilities** means the unpaid principal of and interest on (including interest accruing after the maturity of the Canadian Loans and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Canadian Borrower or any Guarantor of the Obligations of the Canadian Borrower or any Canadian Loan Party, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) the Canadian Loans and all other obligations and liabilities of the Canadian Loan Parties to the Administrative Agent, the Issuing Lender, any other Lender, SVB or any of its applicable Affiliates (in its or their capacity as provider of Bank Services), and any Qualified Counterparty party to a Specified Swap Agreement, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, the Credit Agreement, any other Loan Document (including, for the avoidance of doubt, any Bank Services Agreement entered into by a Canadian Loan Party), the Canadian Letters of Credit, any Specified Swap Agreement entered into by a Canadian Loan Party or any other document made, delivered or given in connection herewith or therewith, whether on account of principal, interest, reimbursement obligations, payment obligations, fees, indemnities, costs, expenses (including all reasonable and documented fees, charges and disbursements of counsel to the Administrative Agent, the Issuing Lender, any other Canadian Lender, SVB or any of its applicable Affiliates, to the extent that any applicable Bank Services Agreement entered into by a Canadian Loan Party requires the reimbursement by any applicable Group Member of any such expenses, and any Qualified Counterparty party to a Specified Swap Agreement entered into with any Canadian Loan Party that are required to be paid by any Canadian Loan Party pursuant any Loan Document) or otherwise For the avoidance of doubt, the Canadian Liabilities shall not include any obligations arising under any warrants or other equity instruments issued by any Canadian Loan Party to any Canadian Lender Each term used in this definition shall (unless otherwise defined herein) have the meaning given to it in the Credit Agreement

**Charged Intellectual Property** means any and all Intellectual Property owned by any Chargor now or in the future including, without limitation, those rights listed in Schedule 4 (*Details of Intellectual Property*) of the Debenture

**Charged Property** means all the assets and undertaking of any Chargor which from time to time are the subject of the security created or expressed to be created in favour of the Administrative Agent by or pursuant to the Debenture and any Mortgage

**Chargor** means the Chargor or an Additional Chargor

**Collateral Rights** means all rights, powers and remedies of the Administrative Agent provided by or pursuant to the Debenture or any Mortgage or by law

**Credit Agreement** means the credit agreement dated 21 February 2013 between, amongst others, Silicon



# 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

Valley Bank (as the administrative agent, issuing lender and swingline lender) and, amongst others, Durham Geo Enterprises Inc as amended, varied, novated or supplemented from time to time

**Deed of Accession** means a deed substantially in the form of Schedule 10 (*Form of Deed of Accession*) of the Debenture or in any form agreed between the Chargor and the Administrative Agent (both acting reasonably)

**Derivative Assets** means all assets derived from any of the Shares including all allotments, accretions, offers, rights, dividends, interest, income, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to any of the Shares and all stocks, shares, rights, money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, exchange, purchase, substitution, option, interest or otherwise in respect thereof

**Insurance Policy** means any policy of insurance (including, without limitation, keyman insurance) in which any Chargor may from time to time have an interest

**Intellectual Property** means all patents, rights in inventions, trade marks, service marks, designs, business names, domain names, geographical indications, copyrights (including rights in computer software), registered designs, design rights, moral rights, database rights, rights in confidential information and know how, trade names, trade dress, formulas, trade secrets and other intellectual property rights and interests, whether registered or unregistered and including all applications for and the right to apply for the same, and any interests (including by way of licence or covenant not to sue) which may subsist anywhere in the world

**Investments** means

- (a) any stocks, shares, debentures, bonds, coupons, negotiable instruments, securities and certificates of deposit (but not including the Shares),
- (b) all interests in collective investment schemes, and
- (c) all warrants, options and other rights to subscribe for or acquire any of the investments described in paragraphs (a) and (b) above,

in each case whether held directly by or to the order of any Chargor or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system)

**Loan Documents** means the Credit Agreement, the Fee Letter, the Flow of Funds Agreement, the Security Documents, the Notes, the Solvency Certificate, the Collateral Information Certificate, each Compliance Certificate, each Notice of Borrowing, each Notice of Conversion and Continuation, each Bank Services Agreement, each L/C-Related Document, and any agreement creating or perfecting rights in Cash Collateral pursuant to the provisions of Section 3.10 of the Credit Agreement, and any amendment, waiver, supplement or other modification to any of the foregoing (each as defined in the Credit Agreement, unless otherwise defined herein)

**Monetary Claims** means any book and other debts and monetary claims (other than Accounts) owing to a Chargor and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which a Chargor is a party and any other assets, property, rights 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	<p>undertaking of any Chargor)</p> <p><b>Mortgage</b> means a mortgage or charge in respect of all the Real Property granted by a Chargor in favour of the Administrative Agent in accordance with Clause 6 (<i>Further Assurance</i>) of the Debenture substantially in the form of Schedule 8 (<i>Form of Legal Mortgage</i>) of the Debenture</p> <p><b>Permitted Security</b> means any Security permitted under Section 7 3 (<i>Liens</i>) of the Credit Agreement</p> <p><b>Real Property</b> means</p> <p>(a) any freehold, leasehold or immovable property (including the freehold and leasehold property in England and Wales specified in Schedule 2 (<i>Details of Real Property</i>) of the Debenture) (the "Property"), and</p> <p>(b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property,</p> <p>and includes all Related Rights</p> <p><b>Related Rights</b> means, in relation to the Shares, the Derivative Assets, and in relation to any asset (including the Shares)</p> <p>(a) the proceeds of sale of any part of that asset,</p> <p>(b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,</p> <p>(c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset, and</p> <p>(d) any monies and proceeds paid or payable in respect of that asset</p> <p><b>Secured Parties</b> means the Administrative Agent, the Lenders (including any Issuing Lender in its capacity as Issuing Lender and any Swingline Lender in its capacity as Swingline Lender), SVB or any of its applicable Affiliates (in its or their respective capacity as provider of Bank Services) and any Qualified Counterparties (each as defined in the Credit Agreement unless otherwise defined herein)</p> <p><b>Security</b> means any mortgage, deed of trust, pledge, hypothecation, collateral assignment, deposit arrangement, encumbrance, lien (statutory or other), charge or other security interest or any preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement and any capital lease having substantially the same economic effect as any of the foregoing)</p> <p><b>Shares</b> means all of the shares listed at Schedule 3 (<i>Details of Shares</i>) of the Debenture and all of the shares in the capital of any other limited liability company incorporated in England and Wales, in each case held by, to the order or on behalf of any Chargor from time to time</p> <p><b>Specific Contracts</b> means the Intra-Group Loans and any other document designated by the Administrative</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

Agent and the Chargor as a Specific Contract from time to time

**Tangible Moveable Property** means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any forming part of any Chargor's stock-in-trade or work in progress) and all Related Rights



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

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

**COMPANY NO. 3403261  
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 21  
FEBRUARY 2013 AND CREATED BY SENSORNET LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
CHARGORS TO SILICON VALLEY BANK (AS ADMINISTRATIVE  
AGENT) (WHETHER FOR ITS OWN ACCOUNT OR AS  
COLLATERAL AGENT FOR THE SECURED PARTIES) OR ANY  
OF THE OTHER SECURED PARTIES 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 9 MARCH 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 MARCH 2013

2



**Companies House**



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