

03/11 Version 5.0 Laserform International 3/11

# 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	Harris Corporation
Address	RF Communications Division, 1680 University Avenue Rochester, New York, USA
Postcode	N Y 1 4 6 1 0
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 A charge over, lien on and security interest in all or substantially all of the assets of the Chargor

Please see the attached continuation pages to this form MG01

# MG01 - continuation page

## Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>1. FIXED SECURITY</b></p> <p>The Chargor, as security for the payment and performance of the Secured Liabilities, charged and agreed to charge in favour of Harris by way of a first fixed charge and granted a security interest in all its right, title and interest in and to</p> <ul style="list-style-type: none"> <li>(a) the Intellectual Property now or in the future held by it, including any revenues or other income arising thereunder and any claims for damages arising in respect thereto (whether by reason of infringement or otherwise howsoever);</li> <li>(b) all Equipment now or in the future belonging to it and its interest in any such Equipment in its possession now or in the future and all spare parts and replacements for all modifications and additions to such Equipment, and</li> <li>(c) its rights under any IP Licences</li> </ul> <p><b>2. FLOATING CHARGE</b></p> <p>The Chargor as security for the payment and performance of the Secured Liabilities charged in favour of Harris by way of a floating charge and granted a security interest upon</p> <ul style="list-style-type: none"> <li>(a) all its other assets and undertaking not otherwise effectively charged by way of fixed charge by Clause 1 (<i>Fixed Security</i>) of this part 6 of this form MG01;</li> <li>(b) whether or not otherwise mortgaged, charged or assigned, all of its undertaking and assets of whatever type (both present and future) located in Scotland or otherwise governed by the laws of Scotland (if any),</li> <li>(c) whether or not otherwise mortgaged, charged or assigned, all of its undertaking and assets of whatever type (both present and future) located outside of England, Wales and Scotland or otherwise governed by the laws of such other jurisdiction</li> </ul> <p><b>3. ASSIGNMENTS</b></p> <p>The Chargor as continuing security for the payment, discharge and performance of the Secured Liabilities assigned and agreed to assign to Harris absolutely all its rights, title interest and benefit in and to its IP Licences provided that until enforcement the Chargor shall be entitled to continue to deal with the IP Licences and the counterparties to each of them on a basis otherwise consistent with the Finance Documents.</p> <p><b>4. UNDERTAKINGS RELATING TO FIXED CHARGE ASSETS</b></p> <p><b>Restrictions on dealings</b> The Chargor agreed that it will not</p>	

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Short particulars	<p>(1) other than in respect of the Permitted Security Interests, create or permit to subsist any Security Interest of whatsoever nature on any Charged Property, or</p> <p>(11) other than as permitted in the Debenture, sell, transfer, grant, lease or otherwise dispose of any Charged Property</p> <p><b>5 FURTHER ASSURANCES</b></p> <p>The Chargor agreed that it would, at its own expense, execute and do all such acts, deeds and things (including payment of all stamp duties, stamp duty land tax and registration fees) Harris or a Receiver may reasonably require for</p> <p>(a) fully and effectively creating, perfecting or better perfecting or protecting or better protecting and/or registering the security intended to be created by the Debenture or any standard security (and/or assignation of rents relating to property located in Scotland) over any Charged Property, and</p> <p>(b) after the security constituted by the Debenture has become enforceable, facilitating the realisation of any Charged Property or the exercise of any right, power or discretion exercisable, by Harris or any Receiver in respect of any Charged Property, including the execution of any transfer, conveyance, assignment or assurance of any property whether to Harris or to its nominees, and the giving of any notice, order or direction and the making of any registration, which in any such case, Harris may think necessary or desirable</p> <p><b>6 NEGATIVE PLEDGE</b></p> <p>(a) Other than the Permitted Security Interests, the Chargor agreed it would not create or permit to subsist any Security Interest over any of its assets</p> <p>(b) Other than the Permitted Security Interests or as otherwise agreed to by Harris in writing, the Chargor agreed that it would</p> <p>(1) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or</p> <p>(11) enter into any other preferential arrangement having a similar effect,</p> <p>in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial</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

Indebtedness or of financing the acquisition of an asset

#### 7. DEFINITIONS

"Charged Property" means the property, assets, undertaking and rights for the time being comprised in or subject to the Security Interests created by the Debenture and references to the Charged Property include references to any part of it,

"Equipment" means

- (a) all present and future plant, machinery, equipment, including without limitation the Specified Equipment;
- (b) all computers, computer hardware and software (whether owned or licensed), vehicles, tools and furniture;
- (c) all fixtures and all attachments, all accessories and property (other than fixtures) now or in future relating to any property or used in connection with the Chargor's business and replacements and substitutions for any of them wherever located,

which are used or necessary for use in connection with the manufacture and assembly of Harris Products, and in each case save to the extent that any such items form part of the Chargor's stock in trade,

"Escrow Agreement" means the third party escrow agreement dated on or around the date of the Debenture between Iron Mountain (UK) Limited (trading as Iron Mountain Intellectual Property Management), the Chargor and Harris;

"Finance Documents" means the Debenture, the Escrow Agreement, the HSBC Finance Documents, and the HSBC SBL/C, as each may be modified, amended or restated from time to time;

"Financial Indebtedness" means any indebtedness for or in respect of:

- (a) moneys borrowed,
- (b) any amount raised by acceptance under any acceptance credit facility,
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument,
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be

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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

treated as a finance or capital lease;

- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis),
- (f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing,
- (g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account),
- (h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution, and
- (i) (without double counting) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (h) above.

"Harris Products" has the meaning given to such term in the Debenture

"HSBC Finance Documents" means the facility letter agreement entered into by the Chargor and HSBC Bank PLC on or around the date of the Debenture in relation to the £2,000,000 credit facilities made available to the Chargor, and the composite guarantee entered into by the Chargor and Sarantel Group PLC and HSBC Bank PLC on or about the date of the Debenture,

"HSBC SBL/C" means the stand-by letter of credit issued by HSBC Bank US, N.A. to HSBC Bank PLC on or around the date of the Debenture;

"Intellectual Property" means any and all subsisting patents and subsisting rights of a similar nature held in any part of the world, applications for patents and such rights, divisions and continuations of such applications for patents, registered and unregistered trade marks (including all rights to sue on or in relation to unregistered marks in any jurisdiction under passing off, unfair competition or similar rules or otherwise, and all goodwill and other rights that would form the basis for any such claims), registered designs, utility models (in each case for their full period and all extensions and renewals of them), applications for any of them and the right to apply for any of them in any part of the world, rights in inventions, confidential information (including customer lists, market reports and

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Please give the short particulars of the property mortgaged or charged

Short particulars

statistics and any other information which a business would normally treat as confidential for the purposes of its business), database rights, rights in Know-how (and all rights in relation to it), business names, trade names, brand names, domain names (and the rights of a registrant therein) copyright and rights in the nature of copyright, design rights and get-up and any similar rights existing in any country and the benefit (subject to the burden) of any and all agreements, arrangements and licences in connection with any of the foregoing including but not limited to the Scheduled Intellectual Property;

"IP Licences" means the benefit (subject to the burden) of any and all agreements, arrangements and licences conferring any right under or in relation to any of the Intellectual Property upon the Chargor,

"Know-how" means all the body of knowledge, technical experience, expertise and skills, technical processes, secret processes, formulae and technical information held by the Chargor and relating to its business, which is not in the public domain;

"Permitted Security Interests" means

(a) the fixed and floating charge granted by the Chargor in favour of Euro Sales Finance Plc on 1 August 2005 to the extent it has not been released by the deeds of release dated 5 June 2008 and on or about the date of the Debenture; and

(b) the rent deposit deed granted by the Chargor in favour of Folkes Properties Limited dated 21 November 2001

"Receiver" means any individual or individuals (who may be an employee or employees of Harris) for the time being and from time to time appointed by Harris to be a receiver or receivers (and, where more than one individual is appointed jointly, they shall have the power to act severally, unless Harris shall specify to the contrary in their appointment) under the Debenture and, where the context shall admit, any individual or individuals for the time being and from time to time so appointed in substitution, provided always that all such individuals shall be qualified under the Insolvency Act 1986 to act as a receiver of the property of any company with respect to which he is appointed of any such company;

"Security Interest" means a mortgage, charge, pledge, lien or other Security Interest securing any obligation of any person, or any arrangement having similar effect;

"Scheduled Intellectual Property" means the Intellectual Property

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Please give the short particulars of the property mortgaged or charged
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Short particulars

specified in Schedule 2 of the Debenture

"Specified Equipment" means the Equipment specified in Schedule 1 of the Debenture

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## 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 Reed Smith LLP. X

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

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## 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 Emma Osborne

Company name Reed Smith

Address The Broadgate Tower

20 Primrose Street

Post town London

County/Region

Postcode E C 2 A 2 R S

Country

DX DX 1066/DX 18 City/London

Telephone 020 3116 3751



### 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)**



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

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

**COMPANY NO. 3960217  
CHARGE NO. 8**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEED OF DEBENTURE DATED 29  
FEBRUARY 2012 AND CREATED BY SARANTEL LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO HARRIS CORPORATION 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 6 MARCH 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 MARCH 2012

*OK*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES