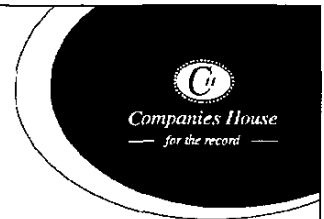


MG01

Particulars of a mortgage or charge



643556 / 52

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**
You cannot use this form to
register particulars of a charge for
company. To do this, please
use form MG01s

WEDNESDAY



LD6

L5Q7MVZ3

20/07/2011

24

COMPANIES HOUSE

Please return
via
CH London Counter

1 Company details

Company number 0 4 0 4 2 8 0 8
Company name in full Axell Wireless Limited (the **Chargor**)

5
→ **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 d1 d5 m0 m7 y2 y0 y1 y1

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description Debenture dated 15 July 2011 between the Chargor, Avenue 64 Limited and the Security
Trustee (as defined below) (the **Debenture**)

4 Amount secured

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

Amount secured The liabilities of the Obligors to the Finance Parties under or
pursuant to the Finance Documents (the **Secured Liabilities**)

Note capitalised terms not defined on this page are defined in the
MG01 continuation sheet attached

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

Name

The Royal Bank of Scotland plc (the **Security Trustee**)

Address

Syndicated Loans Agency, Corporate & Institutional Banking

Ground Floor, 15 Bishopsgate, London

Postcode

E C 2 P 2 A P

Name

Address

Postcode

Continuation page
Please use a continuation page if you need to enter more details

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

See the MG01 Continuation Sheet attached

MG01

Particulars of a mortgage or charge

<p>7</p>	<p>Particulars as to commission, allowance or discount (if any)</p> <p>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</p> <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p>	
<p>Commission allowance or discount</p>	<p>NIL</p>	
<p>8</p>	<p>Delivery of instrument</p> <p>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)</p> <p>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)</p>	
<p>9</p>	<p>Signature</p> <p>Please sign the form here</p> <p>Signature</p> <p>X <i>SMR Denton</i> X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

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 Mathan Navaratnam/70001 00713

Company name SNR Denton UK LLP

Address One Fleet Place

Post town London

County/Region Greater London

Postcode E C 4 M 7 W S

Country England

DX DX 242

Telephone +44 (0)20 7246 7372



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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>1 Creation of Security</p> <p>1.1 Land</p> <p>The Chargor charged</p> <p>(a) by way of legal mortgage its interest in the Land referred to opposite its name in Schedule 2 (<i>Land charged by way of legal mortgage</i>) of the Debenture (as reproduced in Schedule 1 to the continuation sheet of this Form MG01), and</p> <p>(b) by way of fixed charge any right, title or interest which it has on the date of the Debenture or may subsequently acquire to or in any other Land</p> <p>1.2 Shares</p> <p>The Chargor mortgaged or (if or to the extent that the Debenture does not take effect as a mortgage) charged by way of fixed charge</p> <p>(a) all Shares, and</p> <p>(b) all related Distribution Rights</p> <p>1.3 Investments</p> <p>The Chargor mortgaged or (if or to the extent that the Debenture does not take effect as a mortgage) charged by way of fixed charge</p> <p>(a) all Investments, and</p> <p>(b) all related Distribution Rights,</p> <p>including those held for it by any nominee</p> <p>1.4 Equipment</p> <p>The Chargor charged by way of fixed charge all Equipment in so far as it is not charged by way of legal mortgage under Clause 3.1 (<i>Land</i>) of the Debenture (as set out in paragraph 1.1 of this Form MG01)</p> <p>1.5 Controlled Debts</p> <p>The Chargor charged by way of fixed charge</p> <p>(a) its Controlled Debts, and</p> <p>(b) all benefits, rights and Security held in respect of, or to secure the payment of, the Controlled Debts</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	1.6	Controlled Accounts held with Security Trustee
	1 6 1	The Chargor charged by way of fixed charge all amounts standing to the credit of each Controlled Account held with the Security Trustee and all of its right, title and interest in and relating to each such Controlled Account
	1 6 2	Subject to Clause 3 6 3 of the Debenture (as set out in paragraph 1 6 3 of this Form MG01) and regardless of the terms on which moneys are credited to any Controlled Account, during the Security Period
	(a)	no amount standing to the credit of a Controlled Account will be or accrue due or payable to the Chargor, and
	(b)	the Chargor shall not request, demand or claim to be entitled to withdraw any amount from that Controlled Account except (without prejudice to the Finance Parties' rights under the Debenture) as the Security Trustee may from time to time permit
	1 6 3	Clause 3 6 1 of the Debenture (as set out in paragraph 1 6 1 of this Form MG01) shall not apply to the extent it would prejudice any Finance Party's rights under the Finance Documents to any amount standing to the credit of a Controlled Account held with the Security Trustee, including any right of a Finance Party under the Finance Documents to make a withdrawal from such a Controlled Account
	1 7	Other Controlled Accounts
		The Chargor assigned absolutely all amounts standing to the credit of each Controlled Account held with a person other than the Security Trustee and all of its right, title and interest in and relating to each such Controlled Account
	1 8	Intellectual Property Rights
		The Chargor charged by way of fixed charge all Intellectual Property Rights, including, where the Chargor is a Trade Mark Chargor
	(a)	the Trade Mark Property which belongs to it now or at any time during the Security Period, and
	(b)	all fees, royalties and other rights of every kind deriving from the Trade Mark Property
	1 9	Goodwill
		The Chargor charged by way of fixed charge its goodwill
	1 10	Uncalled capital
		The Chargor charged by way of fixed charge its uncalled capital

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	Please give the short particulars of the property mortgaged or charged	
	<p>1 11 Authorisations</p> <p>The Chargor charged by way of fixed charge the benefit of all Authorisations held by it in relation to any Security Asset</p> <p>1 12 Derivative Contracts</p> <p>The Chargor charged by way of fixed charge its right to receive all moneys payable under any Derivative Contract</p> <p>1 13 Assigned Agreements</p> <p>1 13 1 The Chargor assigned absolutely all its rights and interests under the Assigned Agreements to which it is party</p> <p>1 13 2 Until an Event of Default occurs, but subject to Clause 7 5 (<i>Assigned Agreements and Insurances</i>) of the Debenture, the Chargor may continue to deal with the counterparties to the relevant Assigned Agreements</p> <p>1 14 Insurances</p> <p>1 14 1 The Chargor assigned absolutely all its rights and interests in the Insurances</p> <p>1 14 2 Until an Event of Default occurs, but subject to Clause 7 5 (<i>Assigned Agreements, Derivative Contracts and Insurances</i>) of the Debenture, the Chargor may continue to deal with the counterparties to the Insurances</p> <p>1 15 Contractual rights</p> <p>The Chargor charged by way of fixed charge all its rights under all deeds and agreements to which it is a party other than</p> <p>(a) the Assigned Agreements which are effectively assigned by Clause 3 13 (<i>Assigned Agreements</i>) of the Debenture (as set out in paragraph 1 13 of this Form MG01), and</p> <p>(b) the Derivative Contracts</p> <p>1 16 Other assets</p> <p>1 16 1 The Chargor charged by way of floating charge all its present and future business, undertaking and assets which are not effectively mortgaged, charged by way of fixed charge or assigned under Clause 3 of the Debenture (as set out in paragraph 1 of this Form MG01)</p> <p>1 16 2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by the Debenture</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>1.17 Trust</p> <p>1 17 1 Subject to Clause 3 17 2 of the Debenture (as set out in paragraph 1 17 2 of this Form MG01), if or to the extent that for any reason the assignment or charging of any Security Asset is prohibited, the Chargor holds it on trust for the Security Trustee</p> <p>1 17 2 If the reason referred to in Clause 3 17 1 of the Debenture (as set out in paragraph 1 17 1 of this Form MG01) is that</p> <p>(a) a consent or waiver must be obtained, or</p> <p>(b) a condition must be satisfied,</p> <p>then</p> <p>(i) subject to Clause 3 17 3 of the Debenture (as set out in paragraph 1 17 3 of this Form MG01), the Chargor shall apply for the consent or waiver, and</p> <p>(ii) the Chargor shall use all reasonable endeavours to satisfy the condition,</p> <p>in each case within 14 days of the date of the Debenture or, if the Security Asset is acquired after the date of the Debenture, within 14 days of the date of acquisition</p> <p>1 17 3 Where the consent or waiver is not to be unreasonably withheld, the Chargor shall</p> <p>(a) use all reasonable endeavours to obtain it as soon as possible, and</p> <p>(b) keep the Security Trustee informed of the progress of the negotiations to obtain it</p> <p>1 17 4 On the waiver or consent being obtained, or the condition being satisfied, the Security Asset shall be mortgaged, charged or assigned (as appropriate) under Clause 3 of the Debenture (as set out in paragraph 1 of this Form MG01) and, in relation to such Security Asset, the trust referred to in Clause 3 17 1 of the Debenture (as set out in paragraph 1 17 1 of this Form MG01) shall terminate</p> <p>1 17 5 The provisions of Clause 3 17 of the Debenture (as set out in paragraph 1 17 of this Form MG01) do not apply to the Lease</p> <p>2 Nature of Security created</p> <p>2 1 General</p> <p>The Security created under the Debenture was created</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(a) as a continuing security to secure the payment and discharge of the Secured Liabilities,</p> <p>(b) (except in the case of assets which are the subject of a legal mortgage under the Debenture) over all present and future assets of the kind described which are owned by the Chargor and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them,</p> <p>(c) in favour of the Security Trustee as trustee for the Finance Parties, and</p> <p>(d) with full title guarantee (except that the covenant set out in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to all charges, incumbrances and rights, even if the relevant Chargor does not know and could not reasonably be expected to know about them)</p> <p>2 2 Security over Derivative Contracts</p> <p>The Security created under the Debenture over any Derivative Contract shall apply net of any set-off or combination of amounts owed under, and in accordance with the terms of, that Derivative Contract</p> <p>3 Negative pledge</p> <p>The Chargor shall not create or permit to subsist any Security over any Security Asset except for Permitted Security</p> <p>4 Definitions</p> <p>Agent means The Royal Bank of Scotland plc</p> <p>Assigned Agreements means the Intra-Group Loan Agreements and the Key-Man Policies</p> <p>Authorisation means an authorisation, consent, permission, approval, resolution, licence, exemption, filing, notarisation or registration</p> <p>AWL means Axell Wireless Limited, a company incorporated in England and Wales with registered number 04042808</p> <p>Controlled Accounts means each Mandatory Prepayment Account</p> <p>Controlled Debt means any debt or moneys due or owing to the Chargor, the proceeds of which, once received by the Chargor, are or will be Controlled Proceeds (as defined in the Facilities Agreement)</p> <p>Derivative Contract means</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(a) any Hedging Agreement (as defined in the Facilities Agreement), and</p> <p>(b) any other master agreement, schedule, confirmation, novation or other instrument entered into by the Chargor and a counterparty in connection with protection against or benefit from fluctuation in any rate or price</p> <p>Distribution Rights means all dividends, interest and other distributions paid or payable on or in respect of any Investments or Shares and any right to receive them</p> <p>Equipment means all the Chargor's fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related Authorisations, agreements and warranties</p> <p>Event of Default means any event or circumstances specified as such in Clause 26 (<i>Events of Default</i>) of the Facilities Agreement</p> <p>Facilities Agreement means the sterling term and multicurrency revolving facilities agreement dated 15 July 2011 between, among others, (1) the Chargor and (2) the Security Trustee</p> <p>Finance Document means the Facilities Agreement, any Accession Deed, any Ancillary Document, any Compliance Certificate, any Fee Letter, any Transfer Certificate, any Hedging Agreement, any Hedging Letter, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request (as such terms are defined in the Facilities Agreement) and any other document designated as a Finance Document by the Agent</p> <p>Finance Parties means the Agent, the Security Trustee, the Lenders, the Hedge Counterparty and the Ancillary Lender (as such terms are defined in the Facilities Agreement)</p> <p>Group Company means Avenue 64 Limited and each of its Subsidiaries for the time being and Group Companies means any one of them</p> <p>Insurance means each contract or policy of insurance to which the Chargor is a party or in which it has an interest</p> <p>Intellectual Property Rights means</p> <p>(a) any patents, petty patents, trade marks, service marks, trade names, domain names, rights in designs, software rights, semiconductor topography rights, utility models, database rights, copyrights, rights in the nature of copyright, and all other forms of intellectual or industrial property,</p> <p>(b) any rights in or to inventions, formulae, confidential or secret processes and information, know-how and similar rights, goodwill and any other rights and assets of a similar nature, and</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

- (c) any other right to use, or application to register or protect, any of the items listed in paragraphs (a) or (b) above,

arising or subsisting in any jurisdiction and whether registered or not

Intra-Group Loan Agreement means an agreement under which a Group Company has or will make available a facility to another Group Company

Investments means all or any stocks, shares (other than any Shares), bonds and securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments (as defined in the Regulations) held by the Chargor

Key-man Policy means a key-man life assurance policy (in form and substance reasonably satisfactory to the Agent and with such insurer as the Agent may approve) taken out and maintained by AWL in respect of the death or disability or critical illness of the following individuals and in an amount and for a term not less than those set out below

Name of Individual	Amount (£)	Term
Ian Brown	500,000	5 years to 12 April 2015
Troels Henriksen	250,000	5 years to 15 March 2015

Land has the same meaning as it has in section 205(1) of the Law of Property Act 1925

Lease means the lease held by Axell Wireless Limited over Aerial House, Asheridge Road, Chesham, Buckinghamshire, HP5 2QD with title number BM321099

Mandatory Prepayment Account means an interest-bearing account

- (a) held in England by a Borrower with the Agent or Security Trustee,
- (b) identified in a letter between the Parent and the Agent as a Mandatory Prepayment Account,
- (c) subject to Security in favour of the Security Trustee which Security is in form and substance satisfactory to the Agent and Security Trustee, and
- (d) from which no withdrawals may be made by any Group Companies except as contemplated by the Facilities Agreement,

(as the same may be redesignated, substituted or replaced from time to time)

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged.
Short particulars	<p>Parent means Avenue 64 Limited, a company incorporated in England and Wales with registered number 07670786</p> <p>Permitted Security means</p> <ul style="list-style-type: none"> (a) any lien arising by operation of law and in the ordinary course of its day-to-day trading activities, and not as a result of any default or omission by any Group Company, in respect of any obligation which is less than 90 days overdue or which is being contested in good faith and by appropriate means, (b) any netting or set-off arrangement entered into by any Group Company with the Ancillary Lender or in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of Group Companies but only so long as (i) such arrangement does not permit credit balances of Obligors to be netted or set off against debit balances of Group Companies which are not Obligors and (ii) such arrangement does not give rise to other Security over the assets of Obligors in support of liabilities of Group Companies which are not Obligors except, in the case of (i) and (ii) above, to the extent such netting, set-off or Security relates to, or is granted in support of, a loan permitted pursuant to paragraph (e) of the definition of Permitted Loan in the Facilities Agreement, (c) any payment or close out netting or set-off arrangement pursuant to any Treasury Transaction or foreign exchange transaction entered into by a member of the Group which constitutes Permitted Financial Indebtedness, excluding any Security or Quasi-Security under a credit support arrangement, (d) any Security or Quasi-Security over or affecting any asset acquired by a Group Company after the date of this Agreement if <ul style="list-style-type: none"> (i) the Security or Quasi-Security was not created in contemplation of the acquisition of that asset by a Group Company, (ii) the principal amount secured has not been increased in contemplation of or since the acquisition of that asset by a Group Company, and (iii) the Security or Quasi-Security is removed or discharged within 20 Business Days of the date of acquisition of such asset, (e) any Security or Quasi-Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to a Group Company in the ordinary course of its day-to-day trading activities and on the supplier's standard or usual terms and not arising as a result of any default or omission by any Group Company, (f) any Security or Quasi-Security (existing immediately before and on the date of this Agreement) over assets of any member of the Group (other than the

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="339 398 1029 427">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="539 454 1430 517">Parent) so long as the Security or Quasi-Security is irrevocably removed or discharged promptly following completion of the Acquisition,</p> <p data-bbox="443 551 1390 613">(g) any Quasi-Security arising as a result of a disposal which is a Permitted Disposal,</p> <p data-bbox="443 647 1453 745">(h) any Security or Quasi-Security arising as a consequence of any finance or capital lease permitted pursuant to paragraph (i) of the definition of Permitted Financial Indebtedness in the Facilities Agreement,</p> <p data-bbox="443 779 1267 808">(i) any Security entered into pursuant to any Finance Document,</p> <p data-bbox="443 842 1465 1010">(j) any Security securing indebtedness the outstanding principal amount of which (when aggregated with the outstanding principal amount of any other indebtedness which has the benefit of Security given by any Group Company other than any permitted under paragraphs (a) to (i) above) does not exceed £250,000 (or its equivalent in other currencies), or</p> <p data-bbox="443 1043 1353 1072">(k) any Security or Quasi-Security granted with the consent of the Agent</p> <p data-bbox="443 1106 1445 1169">(Any capitalised terms used in this definition not defined in this Form MG01 have the meaning given to them in the Facilities Agreement)</p> <p data-bbox="443 1202 1441 1335">Regulations means the Financial Collateral Arrangements (No 2) Regulations 2003 (S I 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements, and Regulation means any of them</p> <p data-bbox="443 1368 1449 1431">Secured Liabilities means the liabilities of the Obligors to the Finance Parties under or pursuant to the Finance Documents</p> <p data-bbox="443 1464 1422 1635">Security means a mortgage, charge, pledge, lien, assignment by way of security, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect</p> <p data-bbox="443 1668 1390 1731">Security Assets means all of the Chargor's assets which are the subject of any Security created or to be created by the Debenture</p> <p data-bbox="443 1765 1469 1935">Security Period means the period starting on the date of the Facilities Agreement and ending on the date on which the Agent is satisfied that all of the liabilities of the Obligors under each Finance Document are irrevocably discharged in full and no Finance Party has any commitment or liability, whether present or future, actual or contingent, in relation to the Facilities (as defined in the Facilities Agreement)</p> <p data-bbox="443 1968 1198 1998">Shares means all shares held by the Chargor in its Subsidiaries</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Subsidiary means</p> <ul style="list-style-type: none"> (a) a subsidiary within the meaning of section 1159 of the Act, and (b) any company which would be a subsidiary within the meaning of section 1159 of the Act but for any Security subsisting over the shares in that company from time to time, <p>but on the basis that a person shall be treated as a member of a company if any shares in that company are held by that person's nominee or any other person acting on that person's behalf</p> <p>Trade Mark means each United Kingdom registered trade mark described in Part 1 of Schedule 9 of the Debenture as reproduced in Part 1 of Schedule 2 of this MG01 continuation sheet</p> <p>Trade Mark Application means each application for the United Kingdom registration of a trade mark as described in Part 2 of Schedule 9 of the Debenture as reproduced in Part 2 of Schedule 2 of this MG01 continuation sheet</p> <p>Trade Mark Chargor means a Chargor that owns Trade Mark Property</p> <p>Trade Mark Property means</p> <ul style="list-style-type: none"> (a) all Trade Marks, (b) all Trade Mark Applications, (c) any goodwill of the Chargor's business to which any Trade Mark or Trade Mark Application relates, and (d) any other right which may arise from, relate to, or be associated with any Trade Mark or Trade Mark Application or, in either case, its use in the Chargor's business 	

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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

Schedule 1— Land charged by way of legal mortgage

Part 1 – Registered Land

None

Part 2 – Unregistered Land

None

Schedule 2 – Trade Marks

Part 1 – Trade Marks

None

Part 2 – Trade Mark Applications

None



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

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

**COMPANY NO. 4042808
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 15 JULY 2011
AND CREATED BY AXELL WIRELESS LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE OBLIGORS
TO THE FINANCE PARTIES 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 20 JULY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 JULY 2011

LL



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES