

MG01

Particulars of a mortgage or charge

010333/13



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 a company. To do this, please use form MG01s

WEDNESDAY



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LD5

23/05/2012

#70

COMPANIES HOUSE

1

Company details

Company number

0 5 2 7 9 2 7 1

Company name in full

Gyro Communications Limited

1 0

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

d1 d4 m0 m5 y2 y0 y1 y2

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 granted by Gyro Communications Limited (the "Company") in favour of Chatham Capital Management IV, LLC (the "Agent") (the "Debenture")

4

Amount secured

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

Amount secured

all present and future monies, obligations and liabilities owed by the Company to the Agent, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity under the Loan Documents (defined as Loan Documents under Annex A of the credit agreement dated 14 May 2012 between gyro, llc and GYROHSR, Inc as borrowers, the Company, the Agent and others (the "Credit Agreement")) together with all interest accruing in respect of those monies or liabilities (the "Secured Liabilities")

Continuation page

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

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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 Chatham Capital Management IV, LLC

Address 400 Galleria Parkway, Suite 1950

Atlanta

Postcode G A 3 0 3 3 9

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 1 As a continuing security for the payment and discharge of the Secured Liabilities, the Company with full title guarantee

(a) charged to the Agent, by way of first fixed charge

(i) all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by the Company, or in which the Company holds an interest (the "Properties" and individually the "Property") (other than any leasehold property owned by the Company with an unexpired term of 7 years or less at the date of the Debenture, or the date on which the relevant property is acquired by the Company (the "Rent Rack Leases")) acquired by the Company in the future,

(ii) all present and future interests of the Company not effectively mortgaged or charged under the preceding provisions of this clause 1 1 in, or over, freehold or leasehold property (other than Rack Rent Leases),

(iii) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to each Property (other than in respect of Rack Rent Leases), for the avoidance of doubt, this does not include the Irrevocable Standby Letter of Credit No 653417-44 in the amount of US\$187,940 04, issued on 26 August 2011 by Comerica Bank International Trade Services, naming the Company (formally known as Gyro International Limited) as the beneficiary and thisMoment, Inc as the applicant (the "Excluded Benefit")

(iv) all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Company's business or the use of any of

the assets, property and undertaking for the time being, subject to the security interests created by the Debenture (the "Charged Property"),

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

and all rights in connection with them,

(v) all its present and future goodwill and uncalled capital,

(vi) all the present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by the Company, including any part of it and all spare parts, replacements, modifications and additions (the "Equipment")

(vii) all the Company's present and future patents, trade marks, service marks, trade names, designs, copyrights, inventions, topographical or similar rights, confidential information and know-how and any interest in any of these rights, whether or not registered, including all applications and rights to apply for registration and all fees, royalties and other rights derived from, or incidental to, these rights (the "Intellectual Property"),

(viii) all present and future book and other debts, and monetary claims due or owing to the Company, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Company in relation to any of them (the "Book Debts"),

(ix) all present and future stocks, shares, loan capital, securities, bonds and investments (whether or not marketable) for the time being owned (at law or in equity) by the Company, including all rights accruing or incidental to those investments from time to time, but for the avoidance of doubt, not the Excluded Benefit (the "Investments"), and

(x) subject to

any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect (a "Security Interest") referred to as a Permitted Encumbrance under Annex A of the Credit Agreement (the "Permitted Security Interests"),

all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person (including any account of the Company nominated by the Agent as a designated account for the purposes of the Debenture), including proceeds arising from the Excluded Benefit

(b) assigned to the Agent absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities, all its rights in each of the contracts and policies of insurance effected or maintained by the Company from time to time in respect of its assets or business (including, without limitation, any insurances relating to the Properties or the Equipment) other than any contract or policy of insurance that has been put in place for the purpose of meeting third party claims, including, without limitation, any employer's liability, public liability,

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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

travel and accident and directors and officers liability policies, (the Insurance Policies"),

(c) charges to the Agent, by way of first floating charge, all the undertaking, property, assets and rights of the Obligor, at any time not effectively mortgaged, charged or assigned pursuant to clause 1 1(a) to clause 1 1(b) inclusive

Negative Pledge

1 2 The Company has covenanted not to, at any time, except as expressly permitted by the Credit Agreement or with the prior written consent of the Agent

(a) create, purport to create or permit to subsist any Security Interest on, or in relation to, any Charged Property other than any Security Interest created by the Debenture or any Permitted Security Interest,

(b) save as permitted by the terms of the Credit Agreement, sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so), all or any part of, or any interest in, the Charged Property (except, in the ordinary course of business, any obsolete Equipment and any Charged Property which is only subject to an uncrystallised floating charge), or

(c) create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party

Further Assurance

1 3 the Company has further covenanted to use its

(a) reasonable endeavours to procure the prompt observance and performance of the covenants and other obligations imposed on the Company's counterparties, and

(b) best endeavours to enforce any rights and institute, continue or defend any proceedings relating to any of the Charged Property which the Agent may require (acting reasonably) from time to time

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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

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).

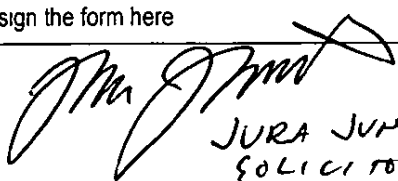
We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate 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  X
JURA JUPILA OF MCGUIRE WOODS LONDON LLP
SOLICITOR TO THE AGENT

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 Alan Holliday

Company name McGuireWoods London LLP

Address 11 Pilgrim Street

Post town London

County/Region

Postcode E C 4 V 6 R N

Country United Kingdom

DX DX249 Chancery Lane/London

Telephone 020 76321600



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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5279271
CHARGE NO. 10**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 14 MAY 2012
AND CREATED BY GYRO COMMUNICATIONS LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO CHATHAM CAPITAL MANAGEMENT IV, LLC 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 23 MAY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 MAY 2012

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES