

MG01

Particulars of a mortgage or charge

271859 / 91



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LASERFORM

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

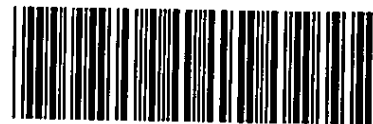
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT

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

TUESDAY



A06

APUQQZ2A

08/11/2011

340

COMPANIES HOUSE

1

Company details

Company number

0 6 3 0 8 4 8 2

Company name in full

Navman Wireless NZ Holdco Limited (the "Chargee")

2

For official use

Filing 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

02 06 2011

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 (the "Debenture")

4

Amount secured

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

Amount secured

As described in the continuation page to this form

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 NXT Capital LLC, a Delaware Limited Liability Company, in its capacity as Security Agent (the "Chargor")

Address 191 North Wacker Drive, Suite 1200

Chicago, Illinois, USA 60601

Postcode

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

As described in the continuation page to this form

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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

Nil

/

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

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

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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 Clint Dempsey

Company name Eversheds LLP

Address Eversheds House, 70 Great Bridgewater Street

Post town Manchester

County/Region

Postcode M 1 5 E S

Country

DX DX 14344 Manchester

Telephone 0845 497 9797



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

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Amount secured

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

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The amount secured by the Debenture is all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Chargor to the Secured Parties (or any of them) under each or any of the Finance Documents together with all costs, charges and expenses incurred by any Secured Party in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents or any other document evidencing or securing any such liabilities (the "**Secured Obligations**") PROVIDED THAT Secured Obligations shall not include any obligation or liability to the extent that if it were so included the Debenture (or any part of it) would give rise to financial assistance within the meaning of section 677(1) of the Companies Act unless such financial assistance is not prohibited by virtue of the provisions of sections 678,679,681 and 682 of the Companies Act.

Capitalised terms used in this form are defined in the Appendix to this form

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Short particulars of all the property mortgaged or charged

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

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1 SECURITY

1.1 Fixed charges

Pursuant to the Debenture, the Chargor, as a continuing security for the payment, discharge and performance of the Secured Obligations, charged in favour of the Chargee the following assets

1.1.1 **First legal mortgage on specified Property** - by way of first legal mortgage, all its Property (if any) identified in Schedule 4 (*Details of Property*) of the Debenture;

1.1.2 **First fixed charges in respect of other Property** - by way of first fixed charge, (a) all the Property from time to time owned by the Chargor (but excluding any Property which is subject to a valid legal mortgage under Clause 3.1.1 of the Debenture (as described in paragraph 1.1.1 above), (b) any other rights, title or interest of the Chargor in Property, wherever situated, and (c) all Associated Rights in relation to the Chargor's Property,

1.1.3 **First fixed charges in respect of Designated Chattels** - by way of first fixed charge, (a) the Designated Chattels (if any) in respect of the Chargor (but not including any of the assets which are subject to a valid legal mortgage or valid fixed charge under Clauses 3.1.1 or 3.1.2 of the Debenture (as described in paragraphs 1.1.1 and 1.1.2 above), and (b) all Associated Rights in relation to such Designated Chattels;

1.1.4 **First fixed charges in respect of other chattels** - by way of first fixed charge (a) all plant, machinery, vehicles and computer equipment as at the date of the Debenture and thereafter owned by the Chargor (but not including any such asset which is subject to a valid legal mortgage or valid fixed charge under Clauses 3.1.1, 3.1.2 or 3.1.3 of the Debenture (as described in paragraphs 1.1.1, 1.1.2, or 1.1.3 above) nor any chattel for the time being forming part of the Chargor's stock-in-trade or work in progress), (b) the Chargor's rights, title or interest in any chattel as at the date of the Debenture or thereafter in its possession which is not owned by it, but which had it been so owned would have been validly charged by paragraph (a) of Clause 3.1.4 of the Debenture (as described in this paragraph 1.1.4) and (c) the benefit of all Associated Rights relating to any chattel validly charged by Clause 3.1.4 of the Debenture (as described by this paragraph 1.1.4);

1.1.5 **First fixed charge on specified Shares** - by way of first fixed charge, (a) the Shares listed in respect of the Chargor in Schedule

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5 (*Shares*) of the Debenture (if any) and (b) the Distribution Rights (if any) from time to time accruing to or on such Shares;

1 1 6 **First fixed charge on Investments** - by way of first fixed charge, (a) all Investments (but not including Shares which are subject to a valid fixed charge under Clause 3 1 5 of the Debenture (as described in paragraph 1.1 5 above)) and (b) all Distribution Rights from time to time accruing to or on such Investments;

1 1 7 **First fixed charges in respect of Insurances** - to the extent that the Insurances and/or the Insurance Proceeds are incapable for any reason of being effectively assigned pursuant to Clause 3.2.2 of the Debenture (as described in paragraph 1.2.2 below) but are capable of being effectively charged, by way of first fixed charge, the Insurances owned by or written in favour of the Chargor and all Insurance Proceeds either at the date of the Debenture or thereafter held by or payable to the Chargor or in which the Chargor otherwise has an interest (to the extent of such interest),

1 1.8 **First fixed charges in respect of book debts** - by way of first fixed charge, (a) all present and future book and other debts, revenues and monetary claims of or owing to the Chargor and (b) all rights and claims of whatever nature of the Chargor as at the date of the Debenture, or which may at any time be, held or enjoyed by it against third parties and against any securities and guarantees in respect of such debts, revenues or claims;

1 1 9 **First fixed charge on Specified Bank Balances** - by way of first fixed charge, all of the Specified Bank Balances in respect of the Chargor;

1.1 10 **First fixed charge on other Bank Balances** - by way of first fixed charge, all of its Bank Balances (but not including any Specified Bank Balances which are subject to a valid fixed charge under Clause 3.1.9 of the Debenture (as described in paragraph 1 1 9 above));

1 1.11 **First fixed charge on Specified Intellectual Property** - to the extent that such Specified Intellectual Property is incapable for any reason of being effectively assigned pursuant to Clause 3.2.3 of the Debenture (as described in paragraph 1 2 3 below), by way of first fixed charge, all Specified Intellectual Property (if any) owned by the Chargor or in which it has an interest (to the extent of such interest);

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

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1 1 12 First fixed charge on other Intellectual Property - to the extent that such Intellectual Property is incapable for any reason of being effectively assigned pursuant to Clause 3 2.4 of the Debenture (as described in paragraph 1 2 4 below), by way of first fixed charge, all Intellectual Property (but not including any Specified Intellectual Property which is subject to a valid fixed charge under Clause 3.1.11 of the Debenture (as described in paragraph 1.1.11 above)) (if any) owned by the Chargor or in which it has an interest (to the extent of such interest),

1.1.13 First fixed charges in respect of Authorisations - to the extent that such Authorisations and Derivative Payments are incapable for any reason of being effectively assigned pursuant to Clauses 3.2.1 or 3.2.5 of the Debenture (as described in paragraphs 1 2 1 and 1 2 5 below) respectively but are capable of being effectively charged, by way of first fixed charge, (a) the benefit of all Authorisations held or utilised by the Chargor in connection with its business or the use of any of its assets and (b) the right to recover and receive all Derivative Payments which may at any time become payable to the Chargor in respect of such Authorisations;

1.1.14 First fixed charge on contracts - to the extent that they do not fall within any other provision of Clause 3 1 (*Fixed Charges*) of the Debenture (as described in paragraph 1 1 of this form), by way of first fixed charge all of its rights under each agreement or document to which the Chargor is a party;

1 1 15 First fixed charge on goodwill and uncalled capital - by way of first fixed charge, all the goodwill and uncalled capital of the Chargor; and

1.1.16 First fixed charge on other Associated Rights - by way of first fixed charge, the benefit of all Associated Rights relating to any of the assets of the Chargor, in each case to the extent that such Associated Rights are capable of being made the subject of a fixed charge and are not otherwise the subject of any valid fixed charge pursuant to the Debenture

1.2 Assignments by way of security

Pursuant to the Debenture, as further continuing security for the payment of the Secured Obligations, the Chargor assigned absolutely to the Chargee all (if any) its right, title and interest in and to the following assets:

1.2.1 Authorisations - all Authorisations held or utilised by the Chargor in connection with its business or the use of any of its

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assets and the benefit of any Derivative Payment in respect of such Authorisations;

1 2.2 **Insurances and Insurance Proceeds** - the Insurances and the benefit of all Insurance Proceeds of the Chargor,

1.2.3 **Specified Intellectual Property** – the Specified Intellectual Property (if any) owned by the Chargor or in which the Chargor has an interest (to the extent of such interest), together with the benefit of any Derivative Payments in respect of such Specified Intellectual Property, but in the case of any such assignment of Specified Intellectual Property the Chargee shall grant to the Chargor a licence to use such Specified Intellectual Property in the ordinary course of its business and for so long as no Acceleration Event exists and is continuing upon such terms as may reasonably be specified by the Chargee,

1 2 4 **Other Intellectual Property** – the Intellectual Property (but not including any Specified Intellectual Property which is subject to a valid assignment under clause 3.2.3 of the Debenture (as described in paragraph 1 2 3 above)) (if any) owned by the Chargor or in which the Chargor has an interest (to the extent of such interest), together with the benefit of any Derivative Payments in respect of such Intellectual Property, but in the case of any such assignment of Intellectual Property the Chargee shall grant to the Chargor a licence to use such Intellectual Property in the ordinary course of its business and for so long as no Acceleration Event exists and is continuing upon such terms as may reasonably be specified by the Chargee, and

1.2.5 **Associated Rights and Derivative Payments** - any Associated Rights or Derivative Payment which are not the subject of a valid fixed charge pursuant to Clause 3 1 (*Fixed charges*) of the Debenture (as described in paragraph 1.1 above) or valid assignment pursuant to Clauses 3.2.1 to 3 2.4 of the Debenture (as described in paragraphs 1.2.1 to 1.2.4 above) and which relate to any of the assets of the Chargor, whether or not such assets are subject to a valid legal mortgage, fixed charge or assignment pursuant to the Debenture

1.3 **Floating charge**

1.3 1 Pursuant to the Debenture, as further continuing security for the payment, discharge and performance to the Chargee of the Secured Obligations, the Chargor charged in favour of the Chargee, by way of first floating charge, all its assets and undertaking, wherever located, both present and future.

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1.3 2 The floating charge created by Clause 3.4 1 of the Debenture (as described in paragraph 1.3.1 above) is deferred, in relation to the Chargor, in point of priority to all fixed Security validly and effectively created by the Chargor under any of the Security Documents in favour of the Chargee as security for the Secured Obligations

1.4 Conversion of floating charge

1 4 1 The Chargee may, at any time, by notice in writing to the Chargor, convert any floating charge created by the Debenture into a fixed charge as regards such assets as it shall specify in the relevant notice if

1 4 1 1 an Event of Default has occurred which is continuing;
or

1 4 1 2 the Chargee is of the reasonable opinion that (a) such assets are in danger of being seized, (b) any legal process or execution is being enforced against such assets, (c) such assets are otherwise in jeopardy, or (d) steps have been taken which would, in the reasonable opinion of the Chargee, be likely to lead to the appointment of an administrator or administrative receiver in relation to the Chargor (or such administrator or administrative receiver has been appointed) or to the winding-up of the Chargor

1 4 2 By way of further assurance, the Chargor shall, promptly following service of such notice upon it, execute a fixed charge over such assets in such form as the Chargee shall require

1.5 Automatic conversion of floating charge

Pursuant to the Debenture, in addition to any circumstances in which any floating charge created under the Debenture will crystallise automatically under the general law, and without prejudice to the operation of Clause 3.5 (*Conversion of floating charge*) of the Debenture (as described in paragraph 1 4 above)

1.5.1 if the Chargor creates (or purports to create) any Security on or over any of the Floating Charge Assets (other than Permitted Security) without the prior written consent of the Chargee or unless permitted under the Facility Agreement; or

1.5.2 if the Chargor convenes any meeting of its members to consider a resolution in relation to its winding up, or if a liquidator,

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administrative receiver, receiver, administrator or another similar officer is appointed in respect of the Chargor or any of its assets,

then and in any such event, any floating charge created by the Debenture in relation to the Chargor shall, without any notice being given under Clause 3.5 (*Conversion of floating charge*) of the Debenture (as described in paragraph 1.4 above) and immediately upon such event occurring, be converted into a fixed charge over all the assets which immediately prior to such conversion comprised the Floating Charge Assets of the Chargor

1.6 Negative pledge

Pursuant to the Debenture, during the Security Period, the Chargor shall not

1.6.1 create, extend or permit to subsist any Security over any of the Secured Assets; nor

1.6.2 (a) execute, or agree to grant, vary, or accept any surrender of, any conveyance, transfer, lease, or assignment, or any other right of occupation or use, of the Secured Assets, (b) create any legal or equitable estate, or other interest, in, over, or relating to, the Secured Assets, (c) sell, transfer or otherwise dispose of any of its assets on terms that they are or may be leased to or re-acquired by the Chargor or by any other member of the Group (d) sell, transfer or otherwise dispose of any of its receivables on recourse terms, (e) enter into any arrangement under which money, debts or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or (f) enter into any preferential arrangement with any person, having a similar effect to any of the arrangements or transactions previously described in Clause 5.1 of the Debenture (as described in paragraph this paragraph 1.6), in any case in circumstances where the arrangement or transaction is entered into primarily as a method of borrowing monies or otherwise raising indebtedness (whether actual or contingent and whatever the nature, structure or characteristic of the arrangement or transaction under which the relevant liability arises) or of financing the acquisition of an asset.

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APPENDIX

Definitions

"Acceleration Event" has the meaning given to it in the Facilities Agreement

"Associated Rights" means, in relation to any asset, all proceeds of sale of such asset, all rights, powers, benefits, covenants, warranties, guarantees or Security given or implied in respect of such asset, all rights under any agreement for sale, agreement for lease or licence of or in respect of such asset, and any monies and proceeds paid or payable in respect of such asset

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"Bank Balances" means all monies (including interest) from time to time standing to the credit of any and all present or future accounts which a Chargor has, or has an interest in, with any bank, financial institution, or other person (including the Specified Bank Balances and any other cash cover or suspense account established pursuant to any of the Finance Documents) and all indebtedness represented by any such accounts.

"Chargor" has the meaning given to it by part 1 of this form

"Chargee" has the meaning given to it by part 5 of this form and in particular means NXT CAPITAL, LLC acting in its capacity as agent for the Secured Parties (including itself) in relation to the Finance Documents for the purpose of and in accordance with the terms of the Facilities Agreement, or such other or additional trustee or trustees as may from time to time be appointed in that capacity

"Companies Act" means the Companies Act 2006

"Debenture" has the meaning given to it by part 3 of this form.

"Deed of Accession" means a deed substantially in the form set out in Schedule 9 (*Form of Deed of Accession*) of the Debenture subject to such variations as the Chargee shall agree

"Derivative Payment" means, in relation to an asset, any damages, compensation, remuneration, profit, bonus, royalties, fee, rent, income or other benefit which the relevant Chargor may derive from or be awarded or entitled to in respect of such asset

"Designated Chattels" means the plant, machinery, equipment, vehicles, and other chattels (if any) listed in respect of any Chargor in Schedule 6 (*Designated Chattels*) of the Debenture and shall include any additions, modifications and/or

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equipment ancillary to any such plant, machinery, equipment, vehicles or other chattels

"Discharge Date" means the date with effect from which the Chargee confirms to Navman Wireless International Holdings Limited that all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and all relevant commitments of the Secured Parties cancelled.

"Distribution Rights" means all Dividends, all shares or other property derived from any relevant Investment (whether by way of conversion, consolidation, subdivision, substitution, redemption, bonus, preference, option or otherwise) and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to any relevant Investment

"Dividends" means all dividends, distributions, interest and other income paid or payable on or derived from any relevant Investment

"Event of Default" means the occurrence of any of the events or circumstances defined in the Facilities Agreement as an "Event of Default" (including, for the avoidance of doubt, any breach by the Chargor of, or non-compliance by the Chargor with, the provisions of the Debenture or of any other Finance Document)

"Facilities Agreement" means a credit agreement made on or around the date hereof between, amongst others, (1) Navman Wireless International Holdings Limited (as Borrower) (2) the Companies detailed therein (as Guarantors) and (3) the Chargee (as Agent, a Lender, Sole Bookrunner and Sole Lead Arranger), as the same may be varied, amended, modified, supplemented or replaced

"Finance Documents" means the Financing Documents (as defined in the Facilities Agreement, including the Debenture) together with any other documents which have been designated as a Finance Document by the Parties and **"Finance Document"** shall mean any one of them.

"Floating Charge Assets" means, at any time, all of the Secured Assets which are at that time the subject of any floating charge created by the Debenture.

"Group" means the Navman Wireless International Holdings Limited and each of its Subsidiaries for the time being.

"Insurance Proceeds" means the proceeds of any insurance claim received by the Chargor (after deduction of (a) any reasonable expenses incurred in relation to the relevant claim and payable by the Chargor to any person which is not a member of the Group and (b) amounts paid to meet third party claims) together with the benefit of all bonuses, profits, returns of premium and other benefits of whatever nature arising by virtue of the Chargor's ownership of any Insurances and all the Chargor's interest in any of the foregoing

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"Insurances" means all contracts or policies of insurance of whatever nature which from time to time are taken out or maintained by or on behalf of the Chargor or (to the extent of its relevant interest) in which the Chargor has an interest (excluding any officers insurance, business interruption insurance, keyman insurance and employee health and welfare insurance).

"Intellectual Property" means, in relation to the Chargor, (a) all rights in confidential information, copyright and like rights, database rights, design rights, rights in design, knowhow, rights in inventions, patents, service marks, trade marks and all other intellectual property rights and interests, whether registered (or the subject of an application for registration) or un-registered, owned by the Chargor or in which the Chargor has an interest from time to time and (b) the benefit of the Chargor's applications and rights to use such assets, in each case throughout the world as at the date of the Debenture and thereafter

"Investment" means, in respect of the Chargor, any negotiable instrument, certificate of deposit, debenture, share (including, save where the context otherwise requires, any of the Shares) or other investment (as specified for the purposes of section 22 of the Financial Services and Markets Act 2000 as at the date of the Debenture) as at the date of the Debenture or thereafter owned by the Chargor, in each case whether held directly by, or to the order of, the Chargor or by any trustee, nominee, fiduciary or clearance system on behalf of the Chargor, and also including any rights in respect of such Investment against any such trustee, nominee, fiduciary or clearing system

"Permitted Security" means Security created by the Debenture and any other Security which is permitted or required to be entered into pursuant to the Facilities Agreement

"Property" means the Real Property from time to time owned by the Chargor or in which the Chargor has any right, title or interest. Any reference to **"Property"** also includes a reference to each separate part or parts of such Real Property

"Real Property" means (a) any freehold, leasehold or immovable property, wherever situated, and (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold or immovable property

"Secured Assets" means the assets the subject of any Security created by the Debenture

"Secured Parties" has the meaning given to it in the Facilities Agreement

"Security" means any assignment by way of security, mortgage, charge, pledge, lien or other security interest securing any obligation of any person and any other agreement or arrangement having a similar effect

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"Security Documents" means the Debenture, each Deed of Accession, together with any other agreement, instrument, deed or document entered into by the Chargor creating or expressed to create any Security over all or any part of its assets in respect of the Secured Obligations.

"Security Period" means the period beginning on the date of the Debenture and ending on the Discharge Date

"Shares" means (in relation to each Chargor) all shares (if any) specified in Schedule 5 (*Shares*) of the Debenture (as set out in Schedule 1 of part 6 of this form) in a Subsidiary incorporated in England and Wales.

"Specified Bank Balances" means all monies (including interest) from time to time standing to the credit of the accounts specified in Schedule 2 (*Bank accounts*) of the Debenture (if any), as such accounts may be re-designated and/or re-numbered from time to time, and all indebtedness represented by any such account.

"Specified Intellectual Property" means in relation to the Chargor, the registered trade marks specified in Schedule 1 (*Specified Intellectual Property*) of the Debenture opposite its name

"Subsidiary" means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6308482
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 26 OCTOBER
2011 AND CREATED BY NAVMAN WIRELESS NZ HOLDCO
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM EACH CHARGOR TO THE SECURED PARTIES (OR
ANY OF THEM) 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
8 NOVEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 NOVEMBER
2011

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES