Companies House

MR01(ef)

Registration of a Charge

Company name: **Lausanne Financing Limited**

Company number: **07476022**

Received for Electronic Filing: **22/09/2016**

X5G3D08Q

Details of Charge

Date of creation: **19/09/2016**

Charge code: **0747 6022 0006**

Persons entitled: **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED (AS SECURITY AGENT FOR THE BENEFICIARIES)**

Brief description: **ALL CURRENT AND FUTURE LAND (INCLUDING ANY LEASEHOLD INTEREST ONLY TO THE EXTENT THAT SUCH LEASEHOLD INTEREST IS NOT PROHIBITED UNDER ITS TERMS FROM BEING CHARGED OR HAS, BY VIRTUE OF OBTAINING LESSOR'S CONSENT, CEASED TO BE A FLOATING CHARGE PROPERTY) AND INTELLECTUAL PROPERTY OWNED BY THE COMPANY (TO THE EXTENT THAT ANY CONSENT OF A RELEVANT PERSON HAS BEEN OBTAINED), IN EACH CASE AS SPECIFIED (AND DEFINED) IN THE DEED OF ACCESSION AND CHARGE REGISTERED BY THIS FORM MR01 (THE "DEED"). FOR MORE DETAILS, PLEASE REFER TO THE DEED.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006, I CERTIFY THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A TRUE AND COMPLETE COPY OF THE COMPOSITE ORIGINAL SEEN BY ME.**

Certified by: **ALISTAIR HANDY**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7476022

Charge code: 0747 6022 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th September 2016 and created by Lausanne Financing Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd September 2016 .

Given at Companies House, Cardiff on 23rd September 2016

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

Attached hereto is copy of a deed of accession and charge entered into between HSBC Corporate Trustee Company (UK) Limited (as Security Agent) and each of Lausanne Topco Limited, Lausanne Midco Limited, Lausanne Financing Limited, Lausanne Acquisitions Limited, Independent Media Distribution Limited, IMD Media Limited and Optimad Media Systems Limited ("Deed of Accession and Charge").

Save for material redacted pursuant to s859G of the Companies Act 2006, I certify that this is a true and complete copy of the composite original Deed of Accession and Charge seen by me

Name: ALISTAIR HANDY

Title: SOLICITOR

Date: 22 / 09 / 2016

Hogan Lovells International LLP (Ref: 1R4537.001465)

Atlantic House, Holborn Viaduct, London EC1A 2FG

Deed of Accession and Charge for a New Chargor

THIS DEED OF ACCESSION AND CHARGE is made on 19 September 2016

BETWEEN:

(1) The Chargors listed in Schedule 1 herein (*New Chargors*) (each a **"New Chargor"** and together the **"New Chargors"**);

(2) **Iridium Midco Limited** (registered in England and Wales under number 10241385) (the **"Parent"**); and

(3) **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED** (the "**Security Agent**").

WHEREAS:

(A) This Deed is supplemental to a Debenture (the **"Principal Deed"**) dated 19 September 2016 between (1) Iridium Midco Limited and Iridium Bidco Limited and (2) the Security Agent as agent and trustee for the Beneficiaries named in the Principal Deed (the **"Beneficiaries"**).

(B) The New Chargor has agreed to charge in favour of the Security Agent, on the terms contained in the Principal Deed, all of its property, undertaking and assets to secure the Secured Sums, and to accede to the Principal Deed.

THIS DEED WITNESSES as follows:

1. **DEFINITIONS AND INTERPRETATION**

Words and phrases defined in the Principal Deed and principles of interpretation provided for in the Principal Deed shall, unless the context otherwise requires or unless otherwise re-defined below, have the same meaning and shall apply (as the case may be) in this Deed.

Additional Definitions: In this Deed:

"Floating Charge Property" means any leasehold interests owned by a New Chargor which that New Chargor is prohibited under the terms of the lease from charging or for which landlord consent is required and has not yet been obtained in accordance with Clause 5.2 (*Lessor's consent*) of this Deed.

"Insurance Policy" means any contract or policy of insurance of any New Chargor (including all cover notes) of whatever nature which are from time to time taken out by or on behalf of any New Chargor or (to the extent of its interests) in which any New Chargor has an interest at any time.

"Intellectual Property" means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, domain names, registered and unregistered rights in designs (including in relation to semiconductor products) anywhere in the world (which may now or in the future subsist) and, in each case, any extensions and renewals of, and any applications for, such rights.

"Specified Intellectual Property" means the Intellectual Property listed in Schedule 3 (*Specified Intellectual Property*).

"Specified Investments" means, in relation to a New Chargor, all Investments which at any time:

(a) represent a holding in a Subsidiary of such Chargor or an undertaking which would be its subsidiary undertaking if in section 1162(2)(a) of the Act "30 per cent or more" were substituted for "a majority";

(b) are held in the name of the Security Agent or its nominee or to its order; or

(c) that Chargor has deposited certificates for with the Security Agent or which, if uncertificated, are held in an escrow or other account in favour of the Security Agent or its nominee.

"**Land**" means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures).

2. ACCESSION BY THE NEW CHARGORS TO THE PRINCIPAL DEED

2.1 **Accession:** The New Chargors agree to be bound by the terms of the Principal Deed and to perform all obligations of a Chargor under, and in accordance with, the Principal Deed with effect from the date of this Deed as if it had been an original party to the Principal Deed as a Chargor.

2.2 **Covenant to pay:** The New Chargor (as primary obligor and not merely as surety) covenants with the Security Agent that it will pay or discharge the Secured Sums at the times and in the manner provided in the relevant Finance Documents.

2.3 **Proviso:** The covenants contained in this Clause and the security created by this Deed shall not extend to or include any liability or sum which would otherwise cause any such covenant or security to be unlawful or prohibited by any applicable law.

2.4 **Parent's agreement to the accession:** The Parent (on behalf of itself and the other members of the Group which are parties to the Principal Deed) hereby agrees to each New Chargor's accession.

3. ASSIGNMENTS

Each New Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, assigns absolutely to the Security Agent:

(a) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies;

(b) all its rights, title and interest from time to time in respect of the Hedging Agreements; and

4. FIXED SECURITY

Each New Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, charges to the Security Agent:

(a) by way of legal mortgage, all Land in England and Wales now vested in it and registered at the Land Registry or which will be subject to first registration at the

Land Registry upon the execution and delivery of this Deed, in each case as described in Schedule 2 (*Registered Land to be Mortgaged*);

(b) by way of legal mortgage, all other Land in England and Wales now vested in it and not registered at the Land Registry;

(c) by way of fixed charge:

(i) all other Land which is now, or in the future becomes, its property (including any leasehold interest only to the extent that such leasehold interest is not prohibited under its terms from being charged or has by virtue of obtaining lessor's consent pursuant to Clause 3.7(a) of the Principal Deed ceased to be a Floating Charge Property);

(ii) all interests and rights in or relating to Land or the proceeds of sale of Land now or in the future belonging to it (including any leasehold interest only to the extent that such leasehold interest is not prohibited under its terms from being charged or such leasehold interest has by virtue of obtaining lessor's consent pursuant to Clause 5.2 of this Deed ceased to be a Floating Charge Property);

(iii) all plant and machinery now or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of this Clause 4;

(iv) all rental and other income and all debts and claims now or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land;

(v) all Specified Investments which are now its property, including all proceeds of sale derived from them;

(vi) all Specified Investments in which the New Chargor may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them;

(vii) all Derivative Rights of a capital nature now or in the future accruing or offered in respect of its Specified Investments;

(viii) all Derivative Rights of an income nature now or in the future accruing or offered at any time in respect of its Specified Investments;

(ix) all insurance or assurance contracts or policies now or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are now or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in this Deed;

(x) all its goodwill and uncalled capital for the time being;

(xi) where Specified Investments are held in a Relevant System, all its rights against the operator of the Relevant System or any participant in respect of such Specified Investments;

(xii) all Specified Intellectual Property belonging to it;

(xiii) all other Intellectual Property presently belonging to it, including its interest in any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others (to the extent that any consent of a relevant person has been obtained);

(xiv) all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others (to the extent that any consent of a relevant person has been obtained);

(xv) the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world;

(xvi) all its rights now or in the future in relation to trade secrets, confidential information and knowhow in any part of the world;

(xvii) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (c)(ix) to (xiv) inclusive of this Clause;

(xviii) all trade debts now or in the future owing to it;

(xix) all other debts now or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group;

(xx) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3 (*Assignments*);

(xxi) any beneficial interest, claim or entitlement it has in any pension fund now or in the future;

(xxii) all rights, money or property accruing or payable to it now or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of this Deed;

(xxiii) all moneys at any time standing to the credit of the Mandatory Prepayment Account; and

(xxiv) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them.

5. CREATION OF FLOATING CHARGE

5.1 Each New Chargor, with full title guarantee, charges to the Security Agent as security for the payment or discharge of all Secured Sums, by way of floating charge:

(a) all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of Clause 3 (*Assignments*) or charged by any fixed charge contained in Clause 4 (*Fixed security*), including any

Assets comprised within a charge which is reconverted under Clause 4.4 (*Reconversion*) of the Principal Deed; and

(b) without exception, all its Assets in so far as they are for the time being situated in Scotland,

but in each case so that such New Chargor shall not create any Security over any such Asset (whether having priority over, or ranking pari passu with or subject to, this floating charge) or take any other step referred to in Clause 6 (*Negative pledge and other restrictions*) with respect to any such Asset, and such New Chargor shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of any such Asset (except by way of sale in the ordinary course of its business to the extent that such action is not otherwise prohibited by any Finance Document).

5.2 Lessor's consents:

(a) Each New Chargor shall use all reasonable endeavours (including using reasonable costs and expenses) to obtain any lessor's consent required for the creation of the charges envisaged by (a), (b) and (c)(i) of Clause 4.2 (Fixed Security) over all leasehold land with a term of 25 years or more to run as soon as possible (including in relation to the Floating Charge Properties), keep the Security Agent informed of the progress of its negotiations with the lessor and provide the Security Agent with a copy of each consent immediately after its receipt.

(b) If, notwithstanding paragraph (a) above, such lessor's consent cannot be obtained in relation to any leasehold interest, that interest shall be subject to a floating charge under Clause 5 (Creation of a floating charge) and shall be designated as a Floating Charge Property until such lessor's consent has been obtained, at which point that interest shall no longer be designated as a Floating Charge Property but shall instead be subject to a charge under Clause 4.2 (a), (b), (c)(i) or (c)(ii) (Fixed security) as appropriate.

(c) If any charge created in paragraphs (a), (b) and (c)(i) and c(ii) of Clause 4.2 (*Fixed security*) or Clause 5 (*Creation of a floating charge*) breaches the terms of any lease under which the relevant New Chargor holds any leasehold property, such breach shall not in turn constitute a breach of any of the representations and warranties given by any Chargor in the Finance Documents.

(d) If, despite the relevant New Chargor's endeavours under paragraph (a) of this Clause 5.2 any lessor of any leasehold property takes, or threatens to take, proceedings for forfeiture of a lease on the grounds that its consent had not been obtained to the creation of a charge over that leasehold interest in this Debenture, the Security Agent will (if so requested by such New Chargor) release the floating security constituted by this Deed over that lease.

5.3 The parties agree (without limitation to the general nature of each New Chargor's accession to the Principal Deed contained in Clause 2) that the crystallisation provisions contained in Clause 4 of the Principal Deed shall equally apply to the floating charge contained in this Deed as if set out in full in this Deed.

6. NEGATIVE PLEDGE AND OTHER RESTRICTIONS

Each New Chargor shall not, without the prior written consent of the Security Agent (and with the exception of Permitted Security):

(a) create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Assets; or

(b) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so.

7. RIGHT OF APPROPRIATION

7.1 **Financial Collateral Arrangement:** The Parties acknowledge and intend that the charges over each New Chargor's Financial Collateral provided under or pursuant to this Deed will each constitute a "security financial collateral arrangement" for the purposes of the Financial Collateral Regulations.

7.2 The Security Agent may, on or at any time after the security constituted by this Deed becomes enforceable, by notice in writing to the relevant New Chargor appropriate with immediate effect any of its Assets hereby charged comprising financial collateral which is subject to a security financial collateral arrangement (within the meaning of the Financial Collateral Arrangements Regulations and apply it in or towards the discharge of the Secured Sums, whether such Assets are held by the Security Agent or otherwise.

7.3 The value of any financial collateral appropriated under Clause 6.2 shall be:

(a) in the case of cash, its face value at the time of appropriation; and

(b) in the case of financial instruments or other financial collateral, their market value at the time of appropriation as determined (after appropriation) by the Security Agent acting reasonably by reference to a public index or other applicable generally recognised source or such other process as the Security Agent acting reasonably may select, including an independent valuation carried out by an independent firm of accountants or valuers appointed by the Security Agent,

as converted, where necessary, into sterling at a market rate of exchange prevailing at the time of appropriation selected by the Security Agent.

7.4 The Security Agent will account to the New Chargor for any amount by which the value of the appropriated Assets exceeds the Secured Sums then due and the New Chargor shall remain liable to the Security Agent for any amount by which the value of the appropriated Assets is less than the Secured Sums then due.

7.5 Each New Chargor agrees that (i) all Assets referred to in Clause 6.2 have been delivered, transferred, held, registered or otherwise designated so as to be in the possession or under the control of the Security Agent or a person acting on its behalf; and (ii) the method of valuing such Assets under Clause 7.3 is commercially reasonable.

8. APPLICATION TO THE LAND REGISTRY

Each New Chargor:

(a) in relation to each register of title of any present and future Land of such New Chargor which is charged to the Security Agent under this Deed, consents to the Security Agent (or its solicitors) at any time.

(i) submitting a Form AP1 (*application to change register*) in respect of the security created by this Deed;

(ii) submitting a Form AN1 (*application to enter an agreed notice*) in respect of the security created by this Deed

(iii) submitting a Form RX1 (*application to register a restriction*) in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of [Chargee] referred to on the charges register or their conveyancer."; and

(iv) submitting a Form CH2 (*application to enter an obligation to make further advances*); and

(b) covenants to submit an application to the appropriate Land Registry for the first registration of any unregistered Land in England and Wales mortgaged by Clause 4 (*Fixed security*) at its own expense, immediately following its execution of this Deed.

9. **POWER OF ATTORNEY**

9.1 **Appointment of attorney:** Each New Chargor, by way of security and to more fully secure the performance of its obligations under this Deed, hereby irrevocably appoints the Security Agent (whether or not a Receiver or administrator has been appointed) and any Receiver separately, to be its attorney (with full power to appoint substitutes and to delegate) with power in its name and on its behalf, and as its act and deed or otherwise to:

(a) do anything which such New Chargor is obliged to do (but has not done) in accordance with this Deed, including to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document;

(b) give any instruction under the rules and practices of a Relevant System; and

(c) enable the Security Agent or any such Receiver to exercise (or to delegate) all or any of the rights conferred on it by this Deed or by statute in relation to this Deed or the Assets charged, or purported to be charged, by it.

9.2 **Ratification:** Each New Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.

9.3 **Sums recoverable:** All sums expended by the Security Agent or any Receiver under this clause shall be recoverable from the New Chargor under Clause 24 (*Costs, expenses and liabilities*) of the Principal Deed.

10. **NOTICES**

All notices or demands to be given or made pursuant to this Deed shall be given or made in the manner set out in Clause 34 (*Notices*) of the Principal Deed. The New Chargor's address for service is set out in Schedule 1 (*New Chargors and Notice Details*).

11. **COUNTERPARTS**

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all of which when taken together shall constitute a single document.

12. GOVERNING LAW

This Deed is governed by and construed in accordance with English law.

13. ENFORCEMENT

13.1 **Jurisdiction:**

(a) The courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of any Finance Document) (a **"Dispute"**), only where such Dispute is the subject of proceedings commenced by a New Chargor.

(b) Where a Dispute is the subject of proceedings commenced by one or more Beneficiaries, the Beneficiaries are entitled to bring such proceedings in any court or courts of competent jurisdiction (including but not limited to the courts of England). If any New Chargor raises a counter-claim in the context of proceedings commenced by one or more of the Beneficiaries, that New Chargor shall bring such counter-claim before the court seized of the Beneficiaries' claim and no other court.

(c) The commencement of legal proceedings in one or more jurisdictions shall not, to the extent allowed by law, preclude the Beneficiaries from commencing legal actions or proceedings in any other jurisdiction, whether concurrently or not.

(d) To the extent allowed by law, the New Chargor irrevocably waives any objection it may now or hereafter have on any grounds whatsoever to the laying of venue of any legal proceeding, and any claim it may now or hereafter have that any such legal proceeding has been brought in an inappropriate or inconvenient forum.

14. FINANCE DOCUMENT

This Deed is a Finance Document.

THIS DEED OF ACCESSION AND CHARGE has been executed by each New Chargor and the Parent as a deed and signed by the Security Agent and it has been delivered and shall take effect on the date stated at the beginning of this document.

Schedule 1 (*New Chargors*)

Lausanne Topco Limited	07479143	Address: Allan House 10 John Princes Street London W1G 0JW Fax: +44 (0)20 7468 6869 Attn: Philip McDanell
Lausanne Midco Limited	07476070	Address: Allan House 10 John Princes Street London W1G 0JW Fax: +44 (0)20 7468 6869 Attn: Philip McDanell
Lausanne Financing Limited	07476022	Address: Allan House 10 John Princes Street London W1G 0JW Fax: +44 (0)20 7468 6869 Attn: Philip McDanell
Lausanne Acquisitions Limited	07479150	Address: Allan House 10 John Princes Street London W1G 0JW Fax: +44 (0)20 7468 6869 Attn: Philip McDanell
Independent Media Distribution Limited	02127174	Address: Allan House 10 John Princes Street London W1G 0JW Fax: +44 (0)20 7468 6869 Attn: Philip McDanell
IMD Media Limited	03238065	Address: Allan House

		10 John Princes Street London W1G 0JW Fax: +44 (0)20 7468 6869 Attn: Philip McDanell
Optimad Media Systems Limited	03846290	Address: Allan House 10 John Princes Street London W1G 0JW Fax: +44 (0)20 7468 6869 Attn: Philip McDanell

Schedule 2 ***(Registered Land to be Mortgaged)***

Name of Chargor/Registered Proprietor	Description of Property	Title Number
None at the date of this Debenture		

Unregistered land subject to first registration upon the execution of this Debenture

None at the date of this Debenture		

The address for service of the Security Agent in the case of registered land is: 8 Canada Square, Canary Warf, London E14 5HQ (Attention: CTLA Trustee Admin@hsbc.com).

Schedule 3

Specified Intellectual Property

New Chargor	Country	Registration No.	Trade Mark	Class	Registration date	Status	Expiry date
Optimad Media Systems Limited	EU	6126114	CARIA	09,35,38,42	24 July 2008	Registered	23 July 2017
IMD Media Limited	EU	6125579	TRUE DIGITAL DELIVERY	35,41,42	11 September 2008	Registered	23 July 2017

EXECUTION

THE NEW CHARGORS

Executed and Delivered as a)
Deed by **LAUSANNE TOPCO LIMITED**)
acting by a director)

[redacted] Director

In the presence of: [redacted]

Name of witness: LAUREN PRIEST-STEPHENS

Address: Squire Patton Boggs (UK) LLP
7 Devonshire Square
London
EC2M 4YH

Occupation: SOLICITOR

Executed and Delivered as a)
Deed by **LAUSANNE MIDCO LIMITED**)
acting by a director)

[redacted] Director

In the presence of: [redacted]

Name of witness: LAUREN PRIEST-STEPHENS

Address: Squire Patton Boggs (UK) LLP
7 Devonshire Square
London
EC2M 4YH

Occupation: SOLICITOR

Executed and Delivered as a)
Deed by **LAUSANNE FINANCING LIMITED**)
acting by a director)

[redacted] Director

In the presence of: [redacted]

Name of witness: LAUREN PRIEST-STEPHENS

Address: Squire Patton Boggs (UK) LLP
7 Devonshire Square
London
EC2M 4YH

Occupation: SOLICITOR

Executed and Delivered as a)
Deed by **LAUSANNE ACQUISITIONS LIMITED**)
acting by a director)

[redacted] Director

In the presence of: [redacted]

Name of witness: LAUREN PRIEST-STEPHENS

Address: Squire Patton Boggs (UK) LLP
7 Devonshire Square
London
EC2M 4YH

Occupation: SOLICITOR

Executed and Delivered as a)
Deed by)
INDEPENDENT MEDIA DISTRIBUTION LIMITED)
acting by a director)

[redacted] Director

In the presence of: [redacted]

Name of witness: LAUREN PRIEST-STEPHENS

Address: Squire Patton Boggs (UK) LLP
7 Devonshire Square
London
EC2M 4YH

Occupation: SOLICITOR

Executed and Delivered as a)
Deed by **IMD MEDIA LIMITED**)
acting by a director)

[redacted] Director

In the presence of: [redacted]

Name of witness: LAUREN PRIEST-STEPHENS

Address: Squire Patton Boggs (UK) LLP
7 Devonshire Square
London
EC2M 4YH

Occupation: SOLICITOR

Executed and Delivered as a)
Deed by **OPTIMAD MEDIA SYSTEMS LIMITED**)
acting by a director)

[redacted] Director

In the presence of: [redacted]

Name of witness: LAUREN PRIEST-STEPHEN

Address: Squire Patton Boggs (UK) LLP
7 Devonshire Square
London
EC2M 4YH

Occupation: SOLICITOR

THE PARENT

Executed and Delivered as a)
Deed by **IRIDIUM MIDCO LIMITED**)
acting by a director)

[redacted]

In the presence of: [redacted]

Name of witness: LAUREN PRIEST-STEPHENS

Address: Squire Patton Beggs (UK) LLP
7 Devonshire Square
London
EC2M 4YH

Occupation: SOLICITOR

THE SECURITY AGENT

Signed by)
for and on behalf of **HSBC Corporate**)
Trustee Company (UK) Limited:) Authorised Signatory

Address details:

8 Canada Square, Canary Warf, London E14 5HQ

Fax: 0207 991 4350

Email:ctla.trustee.admin@hsbc.com
Attn: CTLA Trustee Admin@hsbc.com

Executed and Delivered as a)
Deed by **OPTIMAD MEDIA SYSTEMS LIMITED**)
acting by a director)

Director

In the presence of:

Name of witness:

Address:

Occupation:

THE PARENT

Executed and Delivered as a)
Deed by **IRIDIUM MIDCO LIMITED**)
acting by a director)

Director

In the presence of:

Name of witness:

Address:

Occupation:

THE SECURITY AGENT

Signed by)
for and on behalf of **HSBC Corporate**)
Trustee Company (UK) Limited:)

[redacted]

Jason Blondell
Authorised Signatory

Address details:

8 Canada Square, Canary Warf, London E14 5HQ

Fax: 0207 991 4350

Email:ctla.trustee.admin@hsbc.com
Attn: CTLA Trustee Admin@hsbc.com