



Registration of a Charge

Company name: **AXELL WIRELESS LIMITED**

Company number: **04042808**

Received for Electronic Filing: **30/06/2020**



X98APPOU

Details of Charge

Date of creation: **25/06/2020**

Charge code: **0404 2808 0007**

Persons entitled: **AVENUE 64 LIMITED**

Brief description: **INTELLECTUAL PROPERTY RIGHTS AS DESCRIBED IN SCHEDULE 1
(SPECIFIED ASSETS)**

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: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT
TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC
COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

ALISTAIR HAYES



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4042808

Charge code: 0404 2808 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th June 2020 and created by AXELL WIRELESS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th June 2020 .

Given at Companies House, Cardiff on 1st July 2020

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

DATED

25 June

2020

(1) AXELL WIRELESS LIMITED

and

(2) AVENUE 64 LIMITED

DEBENTURE

SHOOSMITHS

Ref. M-00893892

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THIS DEED is dated the 25th day of June 2020 and is made

BETWEEN:

- (1) **AXELL WIRELESS LIMITED** a company incorporated in England and Wales (Registered number 04042808) whose registered office is at The Cobham Centre, Globe Business Park, Fourth Avenue, Marlow, SL7 1TF (the "**Obligor**"); and
- (2) **AVENUE 64 LIMITED** a company incorporated in England and Wales (Registered number 07670786) whose registered office is at Ground Floor Egerton House, 68 Baker Street, Weybridge, Surrey, England, KT13 (the "**Creditor**").

BACKGROUND:

- (A) The Obligor enters into this Deed in connection with the Intra-Group Loan Agreement (as defined below).
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

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

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for general business in London.

"**Designated Account**" means:

- (a) the accounts (if any) specified in Schedule 1 (*Specified Assets*); and
- (b) any account from time to time substituted for or additional to any such account (including in each case such account as redesignated and/or renumbered from time to time).

"**Enforcement Event**" has the meaning given to it in Clause 8.1 (*Enforcement Events*).

"**Environmental Law**" means any applicable law or regulation which relates to: the pollution or protection of the environment, the conditions of the workplace; or the generation, handling, storage, use, release or spillage of any substance which, alone or in combination with any other, is capable of causing harm to the environment, including, without limitation, any waste.

"**EU Regulation**" means Regulation (EU) 2015/848 of 20 May 2015 on insolvency proceedings (recast).

"**Finance Document**" means has the meaning given in the Intra-Loan Agreement or any other document designated as a Finance Document by the Obligor and the Creditor from time to time;

"**Insurance**" means any contract of insurance required under Clause 6.3 (*Insurances*).

"Insurance Rights" means all rights under any contract or policy of insurance taken out by the Obligor or on its behalf or in which it has an interest.

"Intellectual Property Rights" means:

- (a) the existing patents and applications specified in Schedule 1 (*Specified Assets*);
- (b) all present and future patents, trademarks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, in each case whether registered or unregistered; and
- (b) the benefit of all applications and rights to use such assets.

"Intra-Group Loan Agreement" means the intra-group loan agreement between the Obligor (as borrower) and the Creditor (as lender) dated on or around the date of this Deed.

"Investments" means:

- (a) the shares specified in Schedule 1 (*Specified Assets*); and
- (b) all other shares, stocks, debentures, bonds or other securities or investments owned by the Obligor or held by any nominee or trustee on its behalf.

"LPA 1925" means the Law of Property Act 1925.

"Mortgaged Property" means all freehold or leasehold property included in the definition of Security Asset.

"Party" means a party to this Deed.

"Receiver" means a receiver or receiver and manager or administrative receiver, in each case appointed under this Deed.

"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Obligor to any Secured Party under each Finance Document.

"Secured Party" means the Creditor or a Receiver.

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

"Security Asset" means all of the assets of the Obligor which from time to time are, or are expressed to be, the subject any Security created by this Deed.

"Security Period" means the period beginning on the date of this Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and the Creditor has no further commitment, obligation or liability to the Obligor.

"Subsidiary" means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006 or a subsidiary within the meaning of section 1159 of the Companies Act 2006.

"Tax" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

1.2 Construction

1.2.1 Unless a contrary indication appears, a reference in this Deed to:

- a) any person shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under this Deed;
- b) "**assets**" includes present and future properties, revenues and rights of every description;
- c) "**costs**" includes all costs, fees, charges and expenses of any nature and includes any Tax charged on any of them;
- d) a "**Finance Document**" or any other agreement or instrument is a reference to that Finance Document or that other agreement or instrument as amended, novated, supplemented, extended or restated;
- e) any "**rights**" in respect of an asset includes:
 - i all amounts and proceeds paid or payable;
 - ii all rights to make any demand or claim; and
 - iii all powers, remedies, causes of action, security, guarantees and indemnities,in each case in respect of or derived from that asset;
- f) any "**share**", "**stock**", "**debenture**", "**bond**" or "**other security**" or "**investment**" includes:
 - i any dividend, interest or other distribution paid or payable;
 - ii any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,in each case in respect of that share, stock, debenture, bond or other security or investment;
- g) "**disposal**" includes a sale, transfer, assignment, grant, lease, licence, declaration of trust or other disposal, whether voluntary or involuntary, and "**dispose**" will be construed accordingly;
- h) a "**person**" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);
- i) subject to paragraph j), a provision of law is a reference to that provision as amended or re-enacted; and

- j) any European Union law that is directly applicable or directly effective in the UK at any time is a reference to it as it applies in England and Wales from time to time including as retained, amended, extended or re-enacted on or after "Exit Day" as defined in the European Union (Withdrawal) Act 2018.

- 1.3 Clause and Schedule headings are for ease of reference only.
- 1.4 Words importing the singular shall include the plural and vice versa and words denoting any gender shall include all genders.
- 1.5 The words "**including**" shall not be construed as limiting the generality of the words preceding it.
- 1.6 An Enforcement Event is "**continuing**" if it has not been waived.
- 1.7 Any covenant of the Obligor under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.
- 1.8 The terms of any other agreement or instrument between the Parties are incorporated in this Deed to the extent required to ensure that any purported disposition, or any agreement for the disposition, of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- 1.9 If the Creditor considers that an amount paid to a Secured Party in connection with this Deed is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- 1.10 Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset.
- 1.11 **Third party rights**
- 1.11.1 Unless expressly provided to the contrary in this Deed, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**") to enforce or to enjoy the benefit of any term of this Deed.
- 1.11.2 Any Receiver may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to the provisions of the Third Parties Act.

2 CREATION OF SECURITY

2.1 General

- 2.1.1 The Obligor must pay or discharge the Secured Liabilities as and when the same are due.
- 2.1.2 All the security created under this Deed is created in favour of the Creditor over present and future assets of the Obligor as security for the payment of all the Secured Liabilities and it is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

2.2 Real property

- 2.2.1 The Obligor charges:

- a) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it; this includes the real property (if any) specified in Schedule 1 (*Specified Assets*); and
- b) (to the extent that they are not the subject of a mortgage under paragraph a) above) by way of a first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it.

2.2.2 A reference in this Clause 2 to a mortgage or charge of any freehold or leasehold property includes:

- a) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
- b) the benefit of any covenants for title given or entered into by any predecessor in title of the Obligor in respect of that property or any moneys paid or payable in respect of those covenants.

2.3 Investments

The Obligor charges by way of a first fixed charge its interest in all its Investments.

2.4 Plant and machinery

To the extent that they are not the subject of a mortgage or a first fixed charge under Clause 2.2 (*Real property*), the Obligor charges by way of a first fixed charge all plant and machinery owned by the Obligor and its interest in any plant or machinery in its possession; this includes the plant and machinery (if any) specified in Schedule 1 (*Specified Assets*).

2.5 Credit balances

- 2.5.1 The Obligor charges by way of a first fixed charge all of its rights in respect of any Designated Account, any amount standing to the credit of any Designated Account and the debt represented by it.
- 2.5.2 The Obligor charges by way of a first fixed charge all of its rights in respect of any account it has with any person other than the accounts referred to in Clause 2.5.1 above, any amount standing to the credit of any such account and the debt represented by it.

2.6 Intellectual Property Rights

The Obligor charges by way of a first fixed charge all of its Intellectual Property Rights; this includes the rights specified in Schedule 1 (*Specified Assets*).

2.7 Book debts etc.

The Obligor charges by way of a first fixed charge:

- 2.7.1 all of its book and other debts;
- 2.7.2 all other moneys due and owing to it; and
- 2.7.3 the benefit of all rights in relation to any item under Clauses 2.7.1 to 2.7.2 above.

2.8 Insurances

2.8.1 The Obligor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any contract or policy of insurance taken out by it or on its behalf or in which it has an interest (together, the "**Insurance Rights**").

2.8.2 To the extent that they have not been effectively assigned under Clause 2.8.1 above, the Obligor charges by way of a first fixed charge all of its Insurance Rights.

2.9 Other contracts

2.9.1 The Obligor:

- a) assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights:
 - i under each of the contracts (if any) specified in Schedule 1 (*Specified Assets*); and
 - ii under any document, agreement or instrument to which it and any nominee or trustee is party in respect of an Investment; and
- b) charges by way of a first fixed charge all of its rights under any other document, agreement or instrument to which it is a party except to the extent that it is subject to any fixed security created under any other term of this Clause 2.

2.9.2 To the extent that they have not been effectively assigned under Clause 2.9.1a) above, the Obligor charges by way of a first fixed charge all of its rights listed under Clause 2.9.1a) above.

2.10 Other assets

The Obligor charges by way of first fixed charge:

- 2.10.1 its goodwill;
- 2.10.2 the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Security Asset;
- 2.10.3 the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in Clause 2.10.2 above;
- 2.10.4 its uncalled capital; and
- 2.10.5 the benefit of all rights in relation to any item under paragraphs 2.10.1 to 2.10.4 above.

2.11 Floating charge

2.11.1 The Obligor charges by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, fixed charge or assignment under this Clause 2.

2.11.2 Except as provided below, the Creditor may by notice to the Obligor convert the floating charge created by this Clause 2.11 (*Floating charge*) into a fixed charge as regards any of the Obligor's assets specified in that notice.

- 2.11.3 The floating charge created by this Clause 2.11 (*Floating charge*) may not be converted into a fixed charge solely by reason of the obtaining of a moratorium or anything done with a view to obtaining a moratorium, under section A1 of the Insolvency Act 1986.
- 2.11.4 The floating charge created by this Clause 2.11 (*Floating charge*) will (in addition to the circumstances when this may occur under the general law) automatically convert into a fixed charge over all of the Obligor's assets (including those subsequently acquired by the Obligor) if:
- a) any steps are taken for any of the Security Assets to become subject to any Security in favour of any other person;
 - b) any person levies or attempts to levy any distress, execution or other process or exercises any enforcement power against any of the Security Assets; or
 - c) a resolution is passed or an order is made for the winding-up, dissolution or re-organisation of or any steps are taken for the appointment of an administrator in respect of the Obligor.
- 2.11.5 The floating charge created by this Clause 2.11 (*Floating charge*) is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

3 NEGATIVE PLEDGE AND DISPOSAL RESTRICTION

3.1 Security

Except for the Security created by this Deed and any lien arising by operation of law and in the ordinary course of trading, the Obligor must not create or permit to subsist any Security on any Security Asset.

3.2 Disposals

- 3.2.1 The Obligor must not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to dispose of all or any part of any Security Asset.
- 3.2.2 Clause 3.2 does not apply to any disposal made in the ordinary course of trading of any asset subject to the floating charge created under this Deed.

4 PERFECTION OF SECURITY

4.1 General

- 4.1.1 The Obligor must immediately on request by the Creditor deposit with the Creditor all deeds and documents necessary to show good and marketable title to any Security Asset.
- 4.1.2 The Obligor must immediately on request by the Creditor execute and deliver to the Creditor a notice of any assignment of its rights referred to in Clause 2 (*Creation of security*) in such form as the Creditor may require.

4.2 Real Property

- 4.2.1 If the Obligor acquires any freehold or leasehold property in England and Wales after the date of this Deed it must notify the Creditor immediately and immediately on request by the Creditor and at the cost of the Obligor, execute and deliver to the Creditor a legal

mortgage over that property in favour of the Creditor in any form which the Creditor may require.

- 4.2.2 The Obligor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at the Land Registry:

"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 [●] in favour of [●] referred to in the charges register or their conveyancer. (Standard Form P)".

- 4.2.3 The Obligor consents to an application being made to the Chief Land Registrar to enter a note on the Register of Title relating to any Mortgaged Property registered at the Land Registry that there is an obligation to make further advances on the security of this Deed.

4.3 Investments

The Obligor must immediately on the date of this Deed deposit with the Creditor, or as the Creditor may direct, all certificates and other documents of title or evidence of ownership in relation to its Investments and execute and deliver to the Creditor all share transfers and other documents which may be requested by the Creditor in order to enable the Creditor or its nominees to be registered as the owner of or otherwise obtain a legal title to its Investments.

5 REPRESENTATIONS

5.1 General

The Obligor makes the representations and warranties set out in this Clause 5 to the Creditor on the date of this Deed and on each day during the Security Period by reference to the facts and circumstances then existing.

5.2 Status

5.2.1 It is a limited liability corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation.

5.2.2 It has the power to own its assets and carry on its business as it is being conducted.

5.3 Non-conflict with other obligations

The entry into and performance by it of, and the transactions contemplated by, this Deed, and the granting of the Security created by this Deed, do not and will not conflict with:

5.3.1 any law or regulation applicable to it;

5.3.2 its constitutional documents; or

5.3.3 any agreement or interest binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument.

5.4 Power and authority

5.4.1 It has the power to enter into, perform and deliver and has taken all necessary action to authorise its entry into, performance and delivery of this Deed and the transactions contemplated by this Deed.

5.4.2 No limit on its powers will be exceeded as a result of the grant of Security created or expressed to be created in favour of the Creditor by this Deed.

5.5 Validity and admissibility in evidence

All Authorisations required or desirable:

5.5.1 to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed; and

5.5.2 to make this Deed admissible in evidence in England and Wales,

have been obtained or effected and are in full force and effect.

5.6 Legal and beneficial ownership

It is the sole legal and beneficial owner of the Security Assets free from Security (other than those created by or pursuant to this Deed).

6 UNDERTAKINGS

The undertakings in this Clause 6 remain in force throughout the Security Period.

6.1 Information

The Obligor must:

6.1.1 promptly supply to the Creditor such information as the Creditor may reasonably require about the Security Assets and the Obligor's compliance with the terms of this Deed; and

6.1.2 promptly upon becoming aware of its occurrence, notify the Creditor of any event or circumstance specified in the definition of "Enforcement Event" which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Enforcement Event (and the steps, if any, being taken to remedy it).

6.2 Authorisations

The Obligor must promptly:

6.2.1 obtain, comply with and do all that is necessary to maintain in full force and effect; and

6.2.2 supply certified copies to the Creditor of:

any Authorisation required under any law or regulation of England and Wales to:

a) enable it to perform its obligations under this Deed; and

b) ensure the legality, validity, enforceability or admissibility in evidence of this Deed.

6.3 Insurances

6.3.1 The Obligor must ensure that at all times Insurances are maintained in full force and effect which insure it in respect of its interests in the Security Assets with such

insurance companies or underwriters and to such extent and for such risks as is usual for prudent companies carrying on the same or substantially similar business to the Obligor (or as otherwise notified by the Creditor from time to time).

- 6.3.2 The Obligor must procure that the Creditor is named as composite insured in respect of its own separate insurable interest under each of the Insurances (other than public liability and third party liability insurances), or, at the option of the Creditor, that the interest of the Creditor is noted on each of the Insurances and that they contain such other provisions for the protection of the Creditor as the Creditor may reasonably require.
- 6.3.3 The Obligor must not do or permit anything to be done which may make void or voidable any of the Insurances.
- 6.3.4 The Obligor must ensure that each premium for the Insurances is paid within the period permitted for payment of that premium and all other things necessary are done so as to keep each of the Insurances in force.
- 6.3.5 Except as provided below, the proceeds of any Insurances must, if the Creditor so requires, be paid into a Designated Account specified by the Creditor. Any such moneys standing to the credit of a Designated Account may be applied by the Creditor in payment of any amount due but unpaid to a Secured Party under this Deed.
- 6.3.6 Moneys received under liability policies held by the Obligor which are required by the Obligor to satisfy established liabilities of the Obligor to third parties must be used to satisfy those liabilities.

6.4 Environmental matters

The Obligor must comply and ensure that any relevant third party complies with all Environmental Law.

6.5 Property

- 6.5.1 The Obligor must exercise its rights and comply in all respects with any covenant, stipulation or obligation (restrictive or otherwise) at any time affecting the Mortgaged Property.
- 6.5.2 The Obligor may not agree to any amendment, supplement, waiver, surrender or release of any covenant, stipulation or obligation (restrictive or otherwise) at any time affecting the Mortgaged Property.
- 6.5.3 The Obligor may not without the consent of the Creditor:
 - a) grant, or enter into any agreement to grant, any lease or licence or other right of occupation or right to receive rent for all or part of a Mortgaged Property (an "Occupational Lease");
 - b) agree to any amendment, supplement, extension, waiver, surrender or release in respect of any Occupational Lease; or
 - c) grant any licence or right to use or occupy any part of a Mortgaged Property.
- 6.5.4 The Obligor must exercise its right and comply with its obligations under any lease under which the Obligor holds title to all or any part of a Mortgaged Property (a "Headlease") in a proper and timely manner.

- 6.5.5 The Obligor may not agree to any amendment, supplement, waiver, surrender or release of any Headlease.
- 6.5.6 The Obligor must ensure that all buildings, plant, machinery, fixtures and fittings on each Mortgaged Property are in, and maintained in good and substantial repair and condition and, as appropriate, in good working order.
- 6.5.7 The Obligor may not carry out, or allow to be carried out, any demolition, construction, structural alterations or additions, development or other similar operations in respect of any part of any Mortgaged Property.

6.6 Credit balances, book debts and receipts

- 6.6.1 The Obligor must get in and realise its book and other debts and other moneys due and owing to it in the ordinary course of its business and hold the proceeds of the getting in and realisation (until payment into a Designated Account if required in accordance with paragraph 6.6.2 below) on trust for the Creditor.
- 6.6.2 The Obligor must, except to the extent that the Creditor otherwise agrees, immediately pay all the proceeds of the getting in and realisation into a Designated Account specified by the Creditor. Any such moneys standing to the credit of a Designated Account may be applied by the Creditor in payment of any amount due but unpaid to a Secured Party under this Deed.
- 6.6.3 The Obligor must, if called to do so by the Creditor, execute a legal assignment of its book debts in such terms as the Creditor may require and give notice of that assignment to the debtors from whom the book debts are due, owing or incurred.

6.7 Intellectual property rights

The Obligor must preserve and maintain the subsistence and validity of the Intellectual Property Rights necessary for its business.

6.8 Preservation of assets

The Obligor must not do, cause or permit to be done or omit to do anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any of the Security Assets.

6.9 Access

The Obligor must permit the Creditor and/or its delegates access at all reasonable times and on reasonable notice at the risk and cost of the Obligor to the premises (including, without limitation, any Mortgaged Property), assets, books, accounts and records of the Obligor.

6.10 Centre of main interests and establishments

The Obligor must not, without the prior written consent of the Creditor, change its centre of main interest (as that expression is used in Article 3(1) of the EU Regulation) to somewhere other than England and Wales, nor will it have any establishment (as that term is used in Article 2(10) of the EU Regulation) in any other jurisdiction.

7 INVESTMENTS

- 7.1 After any Security created by this Deed has become enforceable:

- 7.1.1 the voting rights, powers and other rights in respect of its Investments may be exercised by the Creditor (in the name of the Obligor and without any further consent or authority on the part of the Obligor); and
- 7.1.2 the Obligor must hold all dividends, distributions or other income paid or payable in relation to any of its Investments on trust for the Creditor and pay the same immediately upon receipt to the Creditor or as it may direct.

8 WHEN SECURITY BECOMES ENFORCEABLE

8.1 Enforcement Events

The Security created by this Deed will become immediately enforceable if any of the events and circumstances set out in this Clause 8.1 (each being an "**Enforcement Event**") occurs.

8.1.1 Non-payment

Any of the Secured Liabilities are not paid on their due date at the place at, and in the currency in which they are, expressed to be payable.

8.1.2 Other obligations

The Obligor does not comply with any provision of any Finance Document.

8.1.3 Misrepresentation

Any representation or statement made or deemed to be made by the Obligor in any Finance Document is or proves to have been incorrect or misleading when made or deemed to be made.

8.1.4 Insolvency

- a) The Obligor:
 - i is unable or admits inability to pay its debts as they fall due;
 - ii is deemed to, or is declared to, be unable to pay its debts under applicable law;
 - iii suspends or threatens to suspend making payments on any of its debts or,
 - iv by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors (excluding the Creditor in its capacity as such) with a view to rescheduling any of its indebtedness.
- b) The value of the assets of the Obligor is less than its liabilities (taking into account contingent and prospective liabilities).
- c) A moratorium is declared in respect of any indebtedness of the Obligor. If a moratorium occurs, the ending of the moratorium will not remedy any Enforcement Event caused by that moratorium.

8.1.5 Insolvency proceedings

Any corporate action, legal proceedings or other procedure or step is taken in relation to:

- a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Obligor;
- b) a composition, compromise, assignment or arrangement with any creditor of the Obligor;
- c) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Obligor or any of its assets; or
- d) enforcement of any Security over any assets of the Obligor,

or any analogous procedure or step is taken in any jurisdiction.

8.1.6 Creditors' process

Any expropriation, attachment, sequestration, distress or execution or any analogous process in any jurisdiction affects any asset or assets of the Obligor.

8.1.7 Unlawfulness and invalidity

- a) It is or becomes unlawful for the Obligor to perform any of its obligations under any Finance Document or any Security created by this Deed ceases to be effective.
- b) Any obligation or obligations of the Obligor under any Finance Document are not or cease to be legal, valid, binding or enforceable and the cessation individually or cumulatively materially and adversely affects the interests of the Creditor under the Finance Documents.
- c) Any Finance Document ceases to be in full force and effect or any Security created by this Deed ceases to be legal, valid, binding, enforceable or effective or is alleged by a party to it (other than the Creditor) to be ineffective.

8.1.8 Repudiation and rescission of agreements

The Obligor (or any other relevant party) rescinds or purports to rescind or repudiates or purports to repudiate any Finance Document or any Security created by this Deed or evidences an intention to rescind or repudiate any Finance Document or any Security created by this Deed.

8.1.9 Material adverse change

Any event or circumstance occurs which, in the Creditor's opinion, has or is reasonably likely to have a material adverse effect on:

- a) the business, operations, property, condition (financial or otherwise) or prospects of the Obligor; or
- b) the ability of the Obligor to perform its obligations under any Finance Document; or

- c) the validity or enforceability of, or the effectiveness or ranking of any Security granted or purported to be granted pursuant to this Deed; or
- d) the rights or remedies of the Creditor under any Finance Document.

8.2 Discretion

After any Security created by this Deed has become enforceable, the Creditor may enforce all or any part of any Security created by this Deed in any manner it sees fit.

8.3 Statutory powers

The power of sale and other powers conferred by section 101 of the LPA 1925, as amended by this Deed, will be immediately exercisable at any time after any Security created by this Deed has become enforceable.

8.4 Investigations

Following the occurrence of an Enforcement Event, the Creditor may initiate an investigation of, and/or instruct any report (accounting, legal, valuation or other) on the business and affairs of the Obligor which it considers necessary to ascertain the financial position of the Obligor. All fees and expenses incurred by the Creditor in connection with such investigations shall be payable by the Obligor and the Obligor consents to the provision by the Creditor of all information in relation to the Obligor which the Creditor provides to any person in relation to the preparation of any such report.

8.5 Power to remedy

If at any time the Obligor does not comply with any of its obligations under this Deed, the Creditor may (but shall not be obliged to) rectify such default and the Obligor irrevocably authorises the Creditor, its employees and agents, at the Obligor's expense, to do all such things as are necessary or desirable to rectify such default.

9 ENFORCEMENT OF SECURITY

9.1 General

9.1.1 For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.

9.1.2 Section 103 of the LPA 1925 (restricting the power of sale) and section 93 of the LPA 1925 (restricting the right of consolidation) do not apply to any Security created by this Deed.

9.1.3 The statutory powers of leasing conferred on the Creditor are extended so as to authorise the Creditor to lease, make agreements for leases, accept surrenders of leases and grant options as the Creditor may think fit and without the need to comply with any provision of section 99 or section 100 of the LPA 1925.

9.2 No liability as mortgagee in possession

Neither the Creditor nor any Receiver will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

9.3 Privileges

The Creditor and each Receiver is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers duly appointed under the LPA 1925, except that section 103 of the LPA 1925 does not apply.

9.4 Protection of third parties

No person (including a purchaser) dealing with the Creditor or a Receiver or its or his/her agents will be concerned to enquire:

- 9.4.1 whether the Secured Liabilities have become payable;
- 9.4.2 whether any power which the Creditor or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
- 9.4.3 whether any money remains due to the Creditor; or
- 9.4.4 how any money paid to the Creditor or to that Receiver is to be applied.

9.5 Redemption of prior mortgages

At any time after any Security created by this Deed has become enforceable, the Creditor may: redeem any prior Security against any Security Asset; and/or procure the transfer of that Security to itself; and/or settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Obligor.

9.6 Financial collateral

9.6.1 To the extent that the Security Assets constitute "financial collateral" and this Deed and the obligations of the Obligor under this Deed constitute a "security financial collateral arrangement" (in each case, for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003), the Creditor will have the right after any Security created by this Deed has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities.

9.6.2 Where any financial collateral is appropriated:

- a) if it is listed or traded on a recognised exchange, its value will be taken as being the value at which it could have been sold on the exchange on the date of appropriation; or
- b) in any other case, its value will be such amount as the Creditor reasonably determines having taken into account advice obtained by it from an independent commercial property adviser, investment bank or accountancy firm of national standing selected by it,

and the Creditor will give credit for the proportion of the value of the financial collateral appropriated to its use.

10 RECEIVER

10.1 Appointment of Receiver

10.1.1 Except as provided below, the Creditor may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if any Security created by this Deed has become enforceable or the Obligor so requests to the Creditor at any time.

- 10.1.2 Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the LPA 1925) does not apply to this Deed.
- 10.1.3 The Creditor is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A of the Insolvency Act 1986.
- 10.1.4 The Creditor may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Creditor is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.
- 10.1.5 The power to appoint a Receiver conferred by this Deed shall be in addition to all statutory and other powers of the Creditor under the Insolvency Act 1986, the LPA 1925 or otherwise.

10.2 Removal

The Creditor may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

10.3 Remuneration

The Creditor may fix the remuneration of any Receiver appointed by it and the maximum rate specified in section 109(6) of the LPA 1925 will not apply.

10.4 Agent of the Obligor

- 10.4.1 A Receiver will be deemed to be the agent of the Obligor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the LPA 1925. The Obligor alone is responsible for any contracts, engagements, acts, omissions, defaults and losses of a Receiver and for any liabilities incurred by a Receiver.
- 10.4.2 No Secured Party will incur any liability (either to the Obligor or to any other person) by reason of the appointment of a Receiver or for any other reason.

10.5 Relationship with the Creditor

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may, after any Security created by this Deed becomes enforceable, be exercised by the Creditor in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.

11 POWERS OF RECEIVER

11.1 General

- 11.1.1 A Receiver has all of the rights, powers and discretions set out below in this Clause 11 in addition to those conferred on it by any law. This includes:
- a) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986; and

- b) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the LPA 1925 and the Insolvency Act 1986.

11.1.2 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him/her states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

11.2 Possession

A Receiver may take immediate possession of, get in and realise any Security Asset.

11.3 Carry on business

A Receiver may carry on any business of the Obligor in any manner he/she thinks fit.

11.4 Employees

11.4.1 A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he/she thinks fit.

11.4.2 A Receiver may discharge any person appointed by the Obligor.

11.5 Borrow money

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to any Security created by this Deed or otherwise and generally on any terms and for whatever purpose which he/she thinks fit.

11.6 Sale of assets

11.6.1 A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he/she thinks fit.

11.6.2 The consideration for any such transaction may consist of cash or non-cash consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he/she thinks fit.

11.6.3 Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of the Obligor.

11.7 Leases

A Receiver may let any Security Asset for any term and at any rent (with or without a premium) which he/she thinks fit and may accept a surrender of any lease or tenancy of any Security Asset on any terms which he/she thinks fit (including the payment of money to a lessee or tenant on a surrender).

11.8 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of the Obligor or relating in any way to any Security Asset.

11.9 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he/she thinks fit.

11.10 Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset.

11.11 Subsidiaries

A Receiver may form a Subsidiary of the Obligor and transfer to that Subsidiary any Security Asset.

11.12 Delegation

A Receiver may delegate his/her powers in accordance with this Deed.

11.13 Lending

A Receiver may lend money or advance credit to any person.

11.14 Protection of assets

A Receiver may:

11.14.1 effect any repair or insurance and do any other act which the Obligor might do in the ordinary conduct of its business to protect or improve any Security Asset;

11.14.2 commence and/or complete any building operation; and

11.14.3 apply for and maintain any planning permission, building regulation approval or any other Authorisation,

in each case as he/she thinks fit.

11.15 Exercise of rights

A Receiver may exercise all powers, rights and/or obligations under any contract or agreement forming part of the Security Assets, including, without limitation, all voting and other rights attaching to the Investments.

11.16 Other powers

A Receiver may:

11.16.1 do all other acts and things which he/she may consider necessary or desirable for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;

11.16.2 exercise in relation to any Security Asset all the powers, authorities and things which he/she would be capable of exercising if he/she were the absolute beneficial owner of that Security Asset; and

11.16.3 use the name of the Obligor for any of the above purposes.

12 APPLICATION OF PROCEEDS

12.1 Order of application

12.1.1 Subject to Clause 12.2 (*Appropriations*), all amounts from time to time received or recovered by the Creditor or any Receiver pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or part of any Security created by this Deed will be held by the Creditor on trust to apply them at any time as the Creditor (in its discretion) sees fit, to the extent permitted by applicable law (and subject to the provisions of this Clause 12), in the following order of priority:

- a) in discharging any sums owing to any Receiver or any of its delegates;
- b) in discharging all costs and expenses incurred by the Creditor in connection with any realisation or enforcement of any Security created by this Deed taken in accordance with the terms of this Deed;
- c) in discharging the Secured Liabilities in such order as the Creditor may determine;
- d) if the Obligor is not under any further actual or contingent liability under any Finance Document, in payment or distribution to any person to whom the Creditor is obliged to pay or distribute in priority to any Obligor; and
- e) the balance, if any, in payment or distribution to the Obligor.

12.1.2 This Clause 12 is subject to the payment of any claims having priority over any Security created by this Deed.

12.2 Appropriations

Until all amounts which may be or become payable by the Obligor under or in connection with the Finance Documents have been irrevocably paid in full, the Creditor (or any trustee or agent on its behalf) may without affecting the liability of the Obligor under this Deed:

12.2.1 refrain from applying or enforcing any other monies, Security or rights held or received by the Creditor (or any trustee or agent on its behalf) in respect of those amounts; or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Obligor shall not be entitled to the benefit of the same; and

12.2.2 hold in a suspense account any moneys received from the Obligor or on account of the Obligor's liability under or in connection with this Deed.

13 INTEREST

13.1 If the Obligor fails to pay any amount payable by it under this Deed on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at the rate of 6 per cent. per annum. Any interest accruing under this Clause 13 shall be immediately payable by the Obligor on demand by the Creditor.

13.2 Any interest accruing under this Clause 13 will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 365 days. If unpaid, any such interest shall be compounded with the overdue amount on the last Business Day of each month but will remain immediately due and payable.

14 EXPENSES AND INDEMNITIES

- 14.1 The Obligor must, within three Business Days of demand, pay to each Secured Party the amount of all costs and expenses (including legal fees) incurred by that Secured Party in connection with the enforcement of, or the preservation of any rights under, this Deed or any Security created by this Deed and with any proceedings instituted by or against any Secured Party as a consequence of it entering into this Deed, taking or holding the Security created by this Deed, or enforcing those rights.
- 14.2 The Obligor must immediately on demand pay to each Secured Party the amount of all other costs and expenses (including legal fees) incurred by that Secured Party in the creation, registration, perfection, enforcement, discharge and/or assignment of this Deed, including any arising from any actual or alleged breach by any person of any law or regulation, and keep each Secured Party indemnified against any failure or delay in paying those costs or expenses.
- 14.3 The Obligor must, on demand, indemnify each Secured Party for all Claims and Losses which may be incurred by or made against any of them at any time relating to or arising directly or indirectly out of:
- 14.3.1 a failure by the Obligor to pay any amount due under this Deed on its due date;
 - 14.3.2 taking, holding, protection or enforcement of any rights under this Deed;
 - 14.3.3 acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised;
 - 14.3.4 instructing lawyers, accountants, tax advisers, surveyors or other professional advisers or experts as permitted under any of the Finance Documents;
 - 14.3.5 any default by the Obligor in the performance of any of its other obligations under any of the Finance Documents;
 - 14.3.6 the exercise of any of the rights, powers, discretions, authorities and remedies vested in a Secured Party by this Deed or by law;
 - 14.3.7 any actual or alleged breach of any law or regulation (including any Environmental Law) by any person which would not have arisen if this deed had not been entered into;
 - 14.3.8 any misconduct, omission or default by any attorney under clause 17 or any delegate under clause 15;
 - 14.3.9 acting as Receiver under this Deed or which otherwise relates to any of the Charged Assets (otherwise, in each case, than by reason of the relevant Secured Party's gross negligence or wilful misconduct).
- 14.4 Each Chargor expressly acknowledges and agrees that the continuation of its indemnity obligations under clause 14.3 will not be prejudiced by any release of this Deed or disposal of any Security Asset.
- 14.5 Each Secured Party may, in priority to any payment to the other Secured Parties, indemnify itself out of the Security Assets in respect of, and pay and retain, all sums necessary to give effect to the indemnity in clause 14.3 and shall have a lien on this Deed and the proceeds of the enforcement of this Deed for all money payable to it.

15 DELEGATION

- 15.1 The Creditor or any Receiver may, at any time, delegate by power of attorney or otherwise to any person for any period all or any right, power, authority or discretion exercisable by it under this Deed.
- 15.2 Any such delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Creditor or that Receiver (as the case may be) may, in its discretion, think fit in the interests of the Secured Parties.
- 15.3 Neither the Creditor nor any Receiver shall be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such delegate or sub-delegate.

16 FURTHER ASSURANCES

- 16.1 The Obligor must promptly, at its own expense, take whatever action the Creditor or a Receiver may require for creating, perfecting or protecting any security over any Security Asset or facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Creditor or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset.
- 16.2 The action that may be required under paragraph 16.1 above includes:
- 16.2.1 the execution of any mortgage, charge, transfer, conveyance, assignment or assurance of any asset whether to the Creditor or to its nominees; and
- 16.2.2 the giving of any notice, order or direction and the making of any filing or registration, which, in any such case, the Creditor may consider necessary or desirable.

17 POWER OF ATTORNEY

The Obligor, by way of security, irrevocably and severally appoints the Creditor, each Receiver and any of their respective delegates or sub-delegates to be its attorney with the full power and authority of the Obligor to execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to do or cause to be done all acts and things, in each case which may be required or which any attorney may in its absolute discretion deem necessary for carrying out any obligation of the Obligor under or pursuant to this Deed or generally for enabling the Creditor or any Receiver to exercise the respective powers conferred on them under this Deed or by law. The Obligor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 17.

18 PRESERVATION OF SECURITY

18.1 Continuing Security

The Security created by this Deed is a continuing security and will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part.

18.2 Further advances

Any obligation of the Creditor to make further advances to the Obligor is deemed to be incorporated in this Deed.

18.3 Additional security

18.3.1 This Deed is in addition to and is not in any way prejudiced by any other Security now or subsequently held by any Secured Party.

18.3.2 No prior Security held by any Secured Party (in its capacity as such or otherwise) over any Security Assets will merge into the Security created or expressed to be created in favour of the Creditor pursuant to this Deed.

18.4 Waiver of defences

The obligations of the Obligor under this Deed will not be affected by any act, omission or thing which, but for this provision, would reduce, release or prejudice any of its obligations under this Deed (whether or not known to it or the Creditor). This includes (without limitation):

18.4.1 any time or waiver granted to, or composition with, any person;

18.4.2 the release of any person under the terms of any composition or arrangement with any creditor;

18.4.3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce any rights against, or Security over assets of, any person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;

18.4.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any person;

18.4.5 any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of a Finance Document or any other document or Security including, without limitation, any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any Finance Document or other document or Security;

18.4.6 any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or Security; or

18.4.7 any insolvency or similar proceedings.

18.5 Immediate recourse

The Obligor waives any rights it may have of first requiring the Creditor (or any trustee or agent on its behalf) to proceed against or enforce any other rights or Security or claim payment from any person before claiming from the Obligor under this Deed. This waiver applies irrespective of any law or any provision of any document to the contrary.

18.6 New accounts

If any subsequent charge or other interest affects any Security Asset, a Secured Party may open a new account with the Obligor. If that Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest. As from that time all payments made to that Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability.

19 CHANGES TO THE PARTIES

- 19.1 The Creditor may assign any of its rights or transfer by novation any of its rights and obligations under this Deed to any person to whom it transfers its rights under the Intra-Group Loan Agreement to in accordance with the terms of the Intra-Group Loan Agreement.
- 19.2 The Creditor shall be entitled to disclose such information concerning the Obligor and this Deed as the Creditor considers appropriate to any actual or proposed direct or indirect successor and to any person to whom information may be required to be disclosed by any applicable law or regulation.
- 19.3 The Obligor may not assign any of its rights or transfer any of its rights or obligations under this Deed.

20 MISCELLANEOUS

20.1 No deductions and tax gross-up

- 20.1.1 All payments to be made by the Obligor under this Deed shall be made in freely available funds and in sterling and shall be calculated and be made without (and free and clear of any deduction for) set-off, counterclaim or deduction on account of Tax.
- 20.1.2 If a Tax deduction is required by law to be made by the Obligor, the amount of the payment due from the Obligor shall be increased to an amount which (after making any Tax deduction) leaves an amount equal to the payment which would have been due if no Tax deduction had been required.

20.2 Perpetuity period

The perpetuity period under the rule against perpetuities, if applicable to this Deed, shall be the period of 125 years from the date of this Deed.

20.3 No liability

- 20.3.1 None of the Creditor, its delegate(s) nominee(s) or any Receiver or its delegate(s) shall be liable for any loss by reason of (a) taking any action permitted by this Deed or (b) any neglect or default in connection with the Security Assets or (c) taking possession of or realising all or any part of the Security Assets, except in the case of gross negligence or wilful default upon its part.
- 20.3.2 The Creditor will not be required in any manner to perform or fulfil any obligation of the Obligor, make any payment, make any enquiry as to the nature or sufficiency of any payment received by it or present or file any claim or take any action to collect or enforce the payment of any amount.
- 20.3.3 The Creditor shall not be liable either to the Obligor or to any other person by reason of the appointment of a Receiver or delegate or for any other reason.
- 20.3.4 Neither the Creditor nor the Receiver or any of their respective delegates will be in any way liable or responsible to the Obligor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate.

20.4 Certificates

Any certification or determination by the Creditor of a rate or amount under this Deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

21 RELEASE

At the end of the Security Period, the Creditor must, at the request and cost of the Obligor, take whatever action is necessary to release the Security Assets from any Security created by this Deed.

22 SET-OFF

The Creditor may set-off any matured obligation due from the Obligor under this Deed against any matured obligation owed by the Creditor to the Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Creditor may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

23 NOTICES

23.1 Communications in writing

Any communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, by letter.

23.2 Addresses

The address (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Deed is the address associated with that Party on page 1 to this Deed or any substitute address, department or officer as one Party may notify to the other Party by not less than five Business Days' notice.

23.3 Delivery

23.3.1 Any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective when it has been left at the relevant address or five Business Days after being deposited in the post (postage prepaid) in an envelope addressed to the relevant person at that address, and, if a particular department or officer is specified as part of its address details provided under Clause 23.2 (*Addresses*), if addressed to that department or officer.

23.3.2 Any communication or document to be made or delivered to the Creditor will be effective only when actually received by the Creditor and then only if it is expressly marked for the attention of the department or officer identified with the Creditor's details provided under Clause 23.2 (*Addresses*) (or any substitute department or officer as the Creditor shall specify for this purpose).

24 PARTIAL INVALIDITY

24.1 If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

24.2 If any part of the Security created or expressed to be created in favour of the Creditor pursuant to this Deed is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of Security created or expressed to be created in favour of the Creditor pursuant to this Deed.

25 REMEDIES AND WAIVERS

No failure to exercise, nor delay in exercising, on the part of the Creditor, any right or remedy under this Deed shall operate as a waiver of any such right or remedy or constitute an election to affirm this Deed. No election to affirm this Deed on the part of the Creditor shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise of that right or remedy or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.

26 COUNTERPARTS

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

27 GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

28 JURISDICTION

- 28.1 The courts of England 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 this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "Dispute").
- 28.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- 28.3 Notwithstanding Clause 28.1 above, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

THIS DEED has been signed on behalf of the Creditor and **EXECUTED AS A DEED** by the Obligor and is delivered by them on the date specified at the beginning of this Deed.

**SCHEDULE 1
SPECIFIED ASSETS**

REAL PROPERTY

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INVESTMENTS

Description	Issuer
100 shares of common stock with a par value of NIS 1.00 per share	Axell Wireless Israel Limited (Registration number: 514231687 Registered office: Bareket 6, POB 10241, Petach Tikva Israel 4951774)
100 ordinary shares of SGD 1.00 each	Axell Wireless Asia Pte Limited (Registration number: 200722488Z, Registered office – 21 Media Circle, #05-01 Infinite Studios, Singapore 138562)

PLANT AND MACHINERY

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ACCOUNTS

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INTELLECTUAL PROPERTY RIGHTS

Legacy Digital Repeater Patents

Repeater with Digital Channelizer (US number – 6.873.823)

Country	Application number	Patent number	Issue date	Expiration date
US	90/010/159	6873823	22.9.2009	22.6.2023
Canada		2490529	11.12.2012	22.6.2023
European Union		1522155	04.7.2012	
Israel	165824	6873823	1.12.2012	22.6.2023

India		221236	20.6.2008	22.6.2023
Korea		10-0992663	8.11.2010	22.6.2023
Russia		6619	24.2.2006	22.6,2023

A system and method for excluding Narrow Ban Noise (7460831 US Number)

Country	Application number	Patent number	Issue date	Expiration date
US		7460831	2.12.2008	22.6.2023
Israel	177926	7460831	29.9.2012	22.6.2023
Canada	2558849			
European Union	6018719.2			
Korea	10-2006-85803			

Method for automatic control of RF (7613232 US Number)

Country	Application number	Patent number	Issue date	Expiration date
US		7613232	3.11.2009	30.6.2024
Israel		172799	30.6.2012	30.6.2024

New IdDAS Patents and Applications

Family A: Digital Capacity Centric DAS (9179321 – US Number)

Country	Application number	Patent number	Issue date	Expiration date
US	4360026	US9179321B2	03.11.2015	08.8.2033
European patent Convention		EP2789107	15.02.2017	08.8.2033
France		2789107	15.02.2017	08.8.2033
Germany		2789107	15.02.2017	08.8.2033
Italy		2789107	15.02.2017	08.8.2033
Sweden		2789107	15.02.2017	08.8.2033
UK		2789107	15.02.2017	08.8.2033
Switzerland		2789107	15.02.2017	08.8.2033
Austria		2789107	15.02.2017	08.08.2033
Korea		1541262	27.07.2015	08.08.2033
PCT	PCT /US 2013/054143	PCT		
US -A -Con	14/853123	US9794791B2	17.10.17	8.8.2033
DCCDAS US - con	15/697786			
DCCDAS US - con	16/117920			

Country	Application number	Patent number	Issue date	Expiration date
DCC DAS				
Germany	Utility patent (*)			
US		16/809,109		

Family B: Harmonizing Noise Aggregation and Noise Management in idDAS

Country	Application number	Patent number	Issue date	Expiration date
PCT	PCT/US2015/000203			
Australia	2015371287			
Australia	2019200093			
US	15/538248			
US	62/096061			
Canada	2971853			
European Patent Convention	158737676	3238352	11/01/2017	
India				
US	16/527937			

Family C: Automatic mapping and handling PIM and other Uplink interferences in idDAS

Country	Application number	Patent number	Issue date	Expiration date
Patent Cooperation Treaty	PCT/US2015/051412			
US patent	15/510738		27.8.2019	22.9.2035
European patent	15845418.1			
Canada Patent	2961696			
Canada Patent	3017856			
India Patent	2017009088			
US	15/520550			

CONTRACTS

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Director

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acting by a director in the presence of:)

Director

Print name: GARY BAIN

Signature of witness

Name (in BLOCK CAPITALS)

CRAIG TURPIE

Address