

179217/13

In accordance with  
Section 860 of the  
Companies Act 2006.

**MG01**

**Particulars of a mortgage or charge**



**A fee is payable with this form.**

We will not accept this form unless you send the correct fee.  
Please see 'How to pay' on the last page.

☒ **What this form is for**  
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland.

☐ **What this form is NOT for**  
You cannot use this form to re-  
particulars of a charge for a S  
company. To do this, please u  
form MG01s.

THURSDAY



PC2

\*PVF3QFAH\*

26/11/2009

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COMPANIES HOUSE

**1 Company details**

Company number 0 4 1 8 7 0 8 1

Company name in full Software Cellular Network Limited (the "Chargor")

For official use

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals.

All fields are mandatory unless  
specified or indicated by \*

**2 Date of creation of charge**

Date of creation d1 d9 m1 m1 y2 y0 y0 y9

**3 Description**

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

Description Debenture made between the Chargor (1) and the Trustee (2) (the  
"Debenture")

**4 Amount secured**

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

Amount secured All liabilities of the Chargor owed or expressed to  
be owed to the Noteholders under or in connection  
with the Finance Documents whether owed jointly or  
severally, as principal or surety or in any other  
capacity  
  
(the "Secured Liabilities").

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

**MG01****Particulars of a mortgage or charge****5 Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

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

Name	George Robinson
Address	20 St Dunstan's Hill, London in his capacity as trustee for the Noteholders (the "Trustee")
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Name	<input type="text"/>
Address	<input type="text"/>
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

**6 Short particulars of all the property mortgaged or charged**

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

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

**Short particulars**

1. **Fixed Security**
  - 1.1 As continuing security for the payment of the Secured Liabilities the Chargor with full title guarantee:
    - (a) charged to the Trustee as trustee for the Noteholders by way of equitable mortgage its interest in any freehold or leasehold property now or in the future owned and or occupied by the Chargor;
    - (b) assigned to the Trustee as trustee for the Noteholders its interest in any present or future licences under which the Chargor is entitled to occupy freehold or leasehold property;
    - (c) assigned to the Trustee as trustee for the Noteholders its interest in the Rental Income;
    - (d) charged to the Trustee as trustee for the Noteholders by way of fixed charge its interest in:
      - (i) all fittings, plant, equipment, machinery, tools, vehicles, furniture and other tangible movable property relating to the Real Property owned by the Chargor;
      - (ii) all other present and future fittings, plant, equipment, machinery, tools, vehicles, furniture and other tangible movable property owned by the Chargor;
      - (iii) any Investment;
      - (iv) its present and future goodwill and uncalled capital;
      - (v) any Intellectual Property;
      - (vi) any money now or at any time after the date of the Debenture standing to the credit of any Designated Account;
      - (vii) any money now or at any time after the date of the Debenture standing to the credit of any other present and future account of the Chargor with a bank or financial institution;
- (please see continuation page)

# MG01 - continuation page

## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

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

#### Short particulars

(viii) any present and future insurances in respect of any Charged Property and the proceeds of such insurances; and

(ix) any sum now or at any time after the date of the Debenture received by the Chargor as a result of any order of the court under sections 213, 214, 238, 239 or 244 of the Insolvency Act 1986;

(e) charged its interest in the Debts to the Trustee as trustee for the Noteholders by way of fixed charge; and

(f) charged to the Trustee as trustee for the Noteholders by way of fixed charge, all other assets of the Chargor not charged or assigned by the previous paragraphs of this clause (other than the Chargor's stock in trade or work in progress).

#### 2. Floating Security

##### 2.1 Creation

As continuing security for the payment of the Secured Liabilities the Chargor charged to the Trustee as trustee for the Noteholders by way of floating charge with full title guarantee the whole of its assets to the extent that such assets are not effectively mortgaged, charged or assigned to the Trustee by way of fixed security pursuant to clause 3.1 of the Debenture.

##### 2.2 Conversion

Subject to clause 4.3 of the Debenture, the Trustee may at any time by written notice to the Chargor convert the floating charge created by clause 4.1 of the Debenture into a fixed charge as regards any assets specified in the notice if an Enforcement Event has occurred.

##### 2.3 Moratorium under 1986 Act

The Trustee shall not be entitled to convert the floating charge created by clause 4.1 of the Debenture into a fixed charge as a result only of the Chargor obtaining a moratorium or anything done with a view to obtaining a moratorium under section 1A of and schedule A1 to the Insolvency Act 1986.

##### 2.4 Qualifying floating charge

Paragraph 14(2)(a) of schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 4.1 of the Debenture which is a "qualifying floating charge" for the purpose of paragraph 14(1) of schedule B1 to the Insolvency Act 1986.

#### 1. Negative Covenants

##### 1.1 The Chargor shall not except with the prior written consent of the Trustee:

(a) sell, transfer, lease or otherwise dispose or purport or agree to sell, transfer, lease or otherwise dispose of any interest in or lend or grant any licence or other right over any assets mortgaged, charged or assigned under clause 3 or, save for full consideration in money or money's worth and in the ordinary course of the Chargor's business, sell, transfer, lease or otherwise dispose or purport or agree to sell, transfer, lease or otherwise dispose of any interest in or lend or grant any licence or other right over any assets charged by way of floating charge under clause 4 of the Debenture;

(b) create, agree to create or allow to arise or remain outstanding any Encumbrance other than a Permitted Encumbrance over any Charged Property;

(c) fix any fittings, plant, equipment, machinery, tools, vehicles, furniture and other tangible movable property to any land the freehold of which is not owned by the Chargor; or

(please see continuation page)

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

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

Short particulars

(d) redeem or purchase its own shares or provide financial assistance for such purposes or pay an abnormal sum by way of dividend.

#### Definitions

In the Form MG01 "Noteholders" has the same meaning as in the Instrument and the following expressions have the following meanings:

"Charged Property" means all assets mortgaged, charged or assigned by the Debenture;

"Debts" means all present and future book and other debts and rights to money and income (other than Rental Income) liquidated and unliquidated owing to the Chargor including the benefit of all negotiable instruments, securities, guarantees and indemnities for such debts and rights but not including cash at bank;

"Designated Account" means an account of the Chargor with any bank into which any Rental Income is paid;

"Encumbrance" means any mortgage, charge, assignment by way of security, pledge, lien, trust, any form of distress, attachment, execution or other legal process or any other type of encumbrance or security interest or any other type of arrangement (including any sale and lease back or sale and repurchase arrangement) having or intended to have a similar effect;

"Environmental Law" means any law or requirement, code of practice, circular, guidance note, licence, consent or permission made or given under any law concerning the protection of the environment or human health, the condition of any land or of any place of work or the production, storage, treatment, transport or disposal of any substance capable of causing harm to any living organism or the environment;

"Enforcement Event" means any of the following events:

- (a) a failure by the Chargor to pay any Secured Liability on the date on which it is due; or
- (b) a failure by the Chargor to pay on demand any Secured Liability which is payable on demand;

"Finance Documents" means:

- (a) the Instrument;
- (b) the Security Documents;

and any other agreement, document or deed entered into or executed and delivered pursuant to the terms of the Instrument, the Security Documents or in connection with the Instrument and/or the Security Documents;

"Intellectual Property" means all present and future rights of the Chargor in respect of any patent, copyright, trade mark, service mark, invention, design, knowhow, confidential information or any other kind of intellectual property whether registered or unregistered and any registration or application for registration, licence or permission relating to any of the foregoing, including (but not limited to) the intellectual property rights described in schedule 1 to this Form MG01;

"Investment" means any present and future:

- (a) stock, share, bond or any form of loan capital of or in any legal entity;
- (b) unit in any unit trust or similar scheme;
- (c) warrant or other right to acquire any such investment,

owned by the Chargor and any income, offer, right or benefit in respect of any such investment;

"Instrument" means the Original Instrument as amended by the Supplemental Instrument and as may be further amended from time to time;

"Lease" includes any underlease, tenancy, letting, licence, any document supplemental or collateral to any of them and any agreement to enter into any of them and the expression tenant will be construed accordingly;

(please see continuation page)

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

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

#### Short particulars

"Original Instrument" means a loan note instrument dated 19 March 2008 constituting up to 22,000,000 £1.00 secured convertible loan notes due in 2011;

"Permitted Encumbrance" means a rent deposit deed dated 8 May 2007 and registered at Companies House on 12 May 2007 made between CDC Group Plc (as landlord) and the Chargor (as tenant) as supplemented to by a deed of covenant dated 20 December 2007 made between Markit Group Limited and the Chargor;

"Real Property" means all freehold or leasehold property forming part of the Charged Property;

"Rental Income" means all amounts now or at any time in the future payable to or for the benefit of the Chargor in connection with the occupation of the Real Property including each of the following amounts:

- (a) rent including any increase of rent or interim rent agreed by the Chargor or payable pursuant to any provisions of the Landlord and Tenant Act 1954 and all other amounts payable under any Lease;
- (b) amounts payable from any deposit held as security for performance of any tenant's obligations or by any person who has given a guarantee and/or indemnity or other assurance against loss of those obligations;
- (c) any other money payable in respect of occupation and/or use of the Real Property including any fixture for display or advertisement;
- (d) any profits, damages, compensation, settlement or expenses awarded or agreed as a result of any claim made by the Chargor in respect of the Real Property net of any costs, fees and expenses incurred but not reimbursed to the Chargor in connection with such claim;
- (e) any money payable under any policy of insurance in respect of loss of rent;
- (f) any amount payable or the value of any consideration to be given by or on behalf of a tenant for the surrender or variation of any occupational lease or occupancy agreement;
- (g) any interest payable on any amount referred to above;
- (h) any VAT;

"Security Documents" means this Debenture and any other document which grants security rights or rights by way of guarantee and/or indemnity or other assurance against loss in respect of any liabilities of the Chargor under the Finance Documents; and

"Supplemental Instrument" means a supplemental loan note instrument dated 19 November 2009.

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

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

Short particulars

Schedule 1

Part 1

(Patents)

#### US Patent Application

Number: 9/706,406  
Title: COOPERATIVE NETWORK FOR MOBILE INTERNET ACCESS  
Date: 11/03/2000 (November, US date format)

#### European Patent Application

Number: EP1344143 / WO02057869  
Title: COOPERATIVE NETWORK FOR MOBILE INTERNET ACCESS  
Date: Publication 2002-07-25 (International date format)  
App. number: WO2001US46666 20011102  
Priority US20000706406 20001103

#### Continuation in Part US Patent Application

Date: May 12, 2005  
Number: 11/129,184  
Title: SYSTEM FOR PROVIDING MOBILE VoIP

#### Finland Patent Application

Date: May 15, 2006  
Number: 20060479  
Title: METHOD AND SYSTEM FOR USER EQUIPMENT  
CONFIGURATION

#### International Application

Date: 15<sup>th</sup> May 2007  
Number: PCT/GB2007/001790  
Title: METHOD AND SYSTEM FOR USER EQUIPMENT CONFIGURATION

#### Finland Application

Date: 18<sup>th</sup> January 2007  
Number: 20070044  
Title: A FACILITATION ARRANGEMENT IN A COMMUNICATION SYSTEM

#### International Application

Date: 18<sup>th</sup> January 2008  
Number: PCT/GB2008/000171  
Title: FACILITATION ARRANGEMENT IN A COMMUNICATION SYSTEM

(please see continuation page)

## Part 2

### (Trade Marks)

Client : Software Cellular Network Limited

Country	Appln No.	Class	Appln.Date	Reg.No.	Renewal Due	Applicant	Our ref	Mark	Status
Brazil	828595720	9	01-Aug-06			Software Cellular Network Limited	T/312484.BR	TRUPHONE	Pending
Brazil	828595712	38	01-Aug-06			Software Cellular Network Limited	T/312835.BR	TRUPHONE	Pending
Brazil	829092080	9	05-Apr-07			Software Cellular Network Limited	T/314762.BR	((truphone)) (stylised)	Pending
Brazil	829092099	38	05-Apr-07			Software Cellular Network Limited	T/315018.BR	((truphone)) (stylised)	Pending
Canada	1311213	9 38	19-Jul-06			Software Cellular Network Limited	T/312483.CA	TRUPHONE	Pending
Canada	1344016	9 16 35 38 41 42	05-Apr-07			Software Cellular Network Limited	T/314761.CA	((truphone)) (stylised)	Pending
European Union	5228325	9 16 35 38 41 42	06-Jul-06	5228325	06-Jul-16	Software Cellular Network Limited	T/312377.CT	TRUPHONE	Granted
European Union	5854559	9 16 35 38 41 42	04-Apr-07			Software Cellular Network Limited	T/314763.CT	((truphone))	Pending
European Union	4852571	38	23-Jan-06	4852571	23-Jan-16	Software Cellular Network Limited	T/316123.CT	TRUPHONE	Granted
Hong Kong	300694305	9 38	03-Aug-06	300694305	02-Aug-16	Software Cellular Network Limited	T/312687.HK	TRUPHONE	Granted
India	1476902	9 38	07-Aug-06			Software Cellular Network Limited	T/312685.IN	TRUPHONE	Pending
Indonesia	D00.2006.027583 9		25-Aug-06			Software Cellular Network Limited	T/312684.ID	TRUPHONE	Pending

Indonesia	J00.2006.027584	38	25-Aug-06	Software Cellular Network Limited	T/312998.ID	TRUPHONE	Pending
International - Albania	907445	9 38	18-Jul-06	Software Cellular Network Limited	T/312473.ALI	TRUPHONE	Pending
International - Antigua & Barbuda	907445	9 38	18-Jul-06	Software Cellular Network Limited	T/312473.AGI	TRUPHONE	Pending
International - Armenia	907445	9 38	18-Jul-06	Software Cellular Network Limited	T/312473.AMI	TRUPHONE	Pending
International - Australia	907445	9 38	18-Jul-06	Software Cellular Network Limited	T/312473.AUI	TRUPHONE	Granted
International - Bahrain	907445	9 38	18-Jul-06	Software Cellular Network Limited	T/312473.BHI	TRUPHONE	Pending
International - Belarus	907445	9 38	18-Jul-06	Software Cellular Network Limited	T/312473.BYI	TRUPHONE	Pending
International - Bhutan	907445	9 38	18-Jul-06	Software Cellular Network Limited	T/312473.BTI	TRUPHONE	Pending
International - Bulgaria	907445	9 38	18-Jul-06	Software Cellular Network Limited	T/312473.BGI	TRUPHONE	Pending
International - China	907445	9 38	18-Jul-06	Software Cellular Network Limited	T/312473.CNI	TRUPHONE	Pending
International - Croatia	907445	9 38	18-Jul-06	Software Cellular Network Limited	T/312473.HRI	TRUPHONE	Pending
International - Cuba	907445	9 38	18-Jul-06	Software Cellular Network Limited	T/312473.CUI	TRUPHONE	Pending
International - Georgia	907445	9 38	18-Jul-06	Software Cellular Network Limited	T/312473.GEI	TRUPHONE	Granted
International - Iceland	907445	9 38	18-Jul-06	Software Cellular Network Limited	T/312473.ISI	TRUPHONE	Pending
International - Iran	907445	9 38	18-Jul-06	Software Cellular Network Limited	T/312473.IRI	TRUPHONE	Pending
International - Kenya	907445	9 38	18-Jul-06	Software Cellular Network Limited	T/312473.KEI	TRUPHONE	Pending
International - Korea	907445	9 38	18-Jul-06	Software Cellular Network Limited	T/312473.KRI	TRUPHONE	Pending



International - Kyrgyzstan	907445	9 38	18-Jul-06	Software Cellular Network Limited	T/312473.KGI	TRUPHONE	Pending
International - Lesotho	907445	9 38	18-Jul-06	Software Cellular Network Limited	T/312473.LSI	TRUPHONE	Pending
International - Liechtenstein	907445	9 38	18-Jul-06	Software Cellular Network Limited	T/312473.LII	TRUPHONE	Pending
International - Macedonia	907445	9 38	18-Jul-06	Software Cellular Network Limited	T/312473.MKI	TRUPHONE	Pending
International - Moldova	907445	9 38	18-Jul-06	Software Cellular Network Limited	T/312473.MDI	TRUPHONE	Pending
International - Monaco	907445	9 38	18-Jul-06	Software Cellular Network Limited	T/312473.MCI	TRUPHONE	Pending
International - Mongolia	907445	9 38	18-Jul-06	Software Cellular Network Limited	T/312473.MNI	TRUPHONE	Pending
International - Morocco	907445	9 38	18-Jul-06	Software Cellular Network Limited	T/312473.MAI	TRUPHONE	Pending
International - Mozambique	907445	9 38	18-Jul-06	Software Cellular Network Limited	T/312473.MZI	TRUPHONE	Pending
International - Namibia	907445	9 38	18-Jul-06	Software Cellular Network Limited	T/312473.NAI	TRUPHONE	Pending
International - NL Antilles	907445	9 38	18-Jul-06	Software Cellular Network Limited	T/312473.ANI	TRUPHONE	Pending
International - Norway	907445	9 38	18-Jul-06	Software Cellular Network Limited	T/312473.NOI	TRUPHONE	Granted
International - Romania	907445	9 38	18-Jul-06	Software Cellular Network Limited	T/312473.ROI	TRUPHONE	Pending
International - Russian Federation	907445	9 38	18-Jul-06	Software Cellular Network Limited	T/312473.RUI	TRUPHONE	Pending
International-Serbia	907445	9 38	18-Jul-06	Software Cellular Network Limited	T/312473.RSI	TRUPHONE	Pending
International - Sierra Leone	907445	9 38	18-Jul-06	Software Cellular Network Limited	T/312473.SLI	TRUPHONE	Pending
International - Singapore	T06/28971F	9	18-Jul-06	Software Cellular Network Limited	T/312473.SGI1	TRUPHONE	Pending

International - Singapore	T06/28972D	38	18-Jul-06		Software Cellular Network Limited	T/312473.SG12	TRUPHONE	Pending
International - Swaziland	907445	9 38	18-Jul-06		Software Cellular Network Limited	T/312473.SZI	TRUPHONE	Pending
International - Switzerland	907445	9 38	18-Jul-06		Software Cellular Network Limited	T/312473.CHI	TRUPHONE	Pending
International - Syria	907445	9 38	18-Jul-06	907445	Software Cellular Network Limited	T/312473.SYI	TRUPHONE	Granted
International - Turkey	907445	9 38	18-Jul-06		Software Cellular Network Limited	T/312473.TRI	TRUPHONE	Pending
International - Turkmenistan	907445	9 38	18-Jul-06		Software Cellular Network Limited	T/312473.TMI	TRUPHONE	Pending
International - Ukraine	907445	9 38	18-Jul-06		Software Cellular Network Limited	T/312473.UAI	TRUPHONE	Pending
International - Vietnam	907445	9 38	18-Jul-06		Software Cellular Network Limited	T/312473.VNI	TRUPHONE	Pending
International - Zambia	907445	9 38	18-Jul-06		Software Cellular Network Limited	T/312473.ZMI	TRUPHONE	Pending
International	907445	9 38	18-Jul-06	18-Jul-16	Software Cellular Network Limited	T/312473.IZ	TRUPHONE	Granted
Israel	191898	9	19-Jul-06		Software Cellular Network Limited	T/312474.IL	TRUPHONE	Pending
Israel	191899	38	19-Jul-06		Software Cellular Network Limited	T/312920.IL	TRUPHONE	Pending
Japan	2006-069294	9 38	25-Jul-06	5075990	Software Cellular Network Limited	T/312480.JP	TRUPHONE	Granted
Malaysia	06012843	9	21-Jul-06		Software Cellular Network Limited	T/312477.MY	TRUPHONE	Pending
Malaysia	06012842	38	21-Jul-06		Software Cellular Network Limited	T/312554.MY	TRUPHONE	Pending
Mexico	798930	9	08-Aug-06	968229	Software Cellular Network Limited	T/312476.MX	TRUPHONE	Granted
Mexico	798931	38	08-Aug-06		Software Cellular Network Limited	T/312829.MX	TRUPHONE	Pending

New Zealand	751709	9 38	19-Jul-06	Software Cellular Network Limited	T/312478.NZ	TRUPHONE	Pending
Philippines	4-2006-007995	9 38	21-Jul-06	Software Cellular Network Limited	T/312482.PH	TRUPHONE	Pending
South Africa	2006/16176	9	19-Jul-06	Software Cellular Network Limited	T/312475.ZA	TRUPHONE	Pending
South Africa	2006/16160	38	19-Jul-06	Software Cellular Network Limited	T/313785.ZA	TRUPHONE	Pending
Taiwan	095037402	9 38	20-Jul-06	Software Cellular Network Limited	T/312479.TW	TRUPHONE	Pending
Thailand	641565	9	11-Oct-06	Software Cellular Network Limited	T/312704.TH	TRUPHONE	Pending
Thailand	641566	38	11-Oct-06	Software Cellular Network Limited	T/314340.TH	TRUPHONE	Pending
United Kingdom	2421751	9 35 38 41 42	12-May-06	Software Cellular Network Limited	T/312316.GB	TRU	Granted
United Kingdom	2421753A	9 35 38 41 42	12-May-06	Software Cellular Network Limited	T/312317.GB	TRUPHONE	Granted
United Kingdom	2421854	9 35 38 41 42	15-May-06	Software Cellular Network Limited	T/312318.GB	Get Tru	Granted
United Kingdom	2434765	9 16 35 38 41 42	06-Oct-06	Software Cellular Network Limited	T/313041.GB	truphone (stylised - series 4)	Granted
United Kingdom	2421753B	16	12-May-06	Software Cellular Network Limited	T/314978.GB	TRUPHONE	Granted
United Kingdom	2411739	9 38	23-Jan-06	Software Cellular Network Limited	T/316080.GB	TRUPHONE	Granted
United States of America	78/932559	9 38	19-Jul-06	Software Cellular Network Limited	T/312481.US	TRUPHONE	Pending
United States of America	77/145923	9 38	02-Apr-07	Software Cellular Network Limited	T/314760.US	((truphone)) (stylised)	Pending

### **Part 3**

#### **(Know-how)**

All know how owned by the Company relating to the voiceover internet protocol telephony solution known or referred to as Truphone.

# MG01

## Particulars of a mortgage or charge

### 7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his:

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

Commission allowance or discount

Nil

### 8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

### 9 Signature

Please sign the form here.

Signature

Signature

X *Taylor Wessing LLP* X

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

# MG01

## Particulars of a mortgage or charge



### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name UPWG

Company name Taylor Wessing LLP

Address 5 New Street Square

Post town London

County/Region

Postcode E C 4 A 3 T W

Country

DX 41 London London - Chancery Lane

Telephone +44 (0)207 300 7000



### Certificate

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



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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



### Important information

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



### How to pay

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

Make cheques or postal orders payable to 'Companies House.'



### Where to send

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

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

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

**For companies registered in Northern Ireland:**  
The Registrar of Companies, Companies House,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS.  
DX 481 N.R. Belfast 1.



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



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

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

**COMPANY NO. 4187081  
CHARGE NO. 3**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 19  
NOVEMBER 2009 AND CREATED BY SOFTWARE CELLULAR  
NETWORK LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE COMPANY TO GEORGE ROBINSON  
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT  
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED  
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT  
2006 ON THE 26 NOVEMBER 2009**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 NOVEMBER  
2009**



*Companies House*  
— for the record —



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**