



**Registration of a Charge**

Company name: **CLOUD9 MOBILE COMMUNICATIONS LIMITED**

Company number: **05474679**



X7L9OS8R

Received for Electronic Filing: **21/12/2018**

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**Details of Charge**

Date of creation: **20/12/2018**

Charge code: **0547 4679 0002**

Persons entitled: **ARES MANAGEMENT LIMITED (AS SECURITY AGENT FOR THE BENEFICIARIES)**

Brief description: **ALL CURRENT AND FUTURE LAND (EXCEPT FOR ANY RESTRICTED LAND) AND ALL MATERIAL LAND WHICH HAS CEASED TO FALL WITHIN THE DEFINITION OF RESTRICTED LAND (AS SPECIFIED IN CLAUSE 4(B)(II) OF THE DEED) OWNED BY THE COMPANY, IN EACH CASE AS SPECIFIED (AND DEFINED) IN THE DEED OF ACCESSION AND CHARGE REGISTERED BY THIS FORM MR01 (THE "DEED"). FOR MORE DETAILS PLEASE REFER TO THE DEED.**

**Contains fixed charge(s).**

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

**Contains negative pledge.**

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**Authentication of Form**

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

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# Authentication of Instrument

Certification statement: **SAVE FOR THE MATERIAL REDACTED PURSUANT TO S859G OF THE COMPANIES ACT 2006, I CERTIFY THAT THIS IS A TRUE AND COMPLETE COPY OF THE COMPOSITE ORIGINAL SEEN BY ME.**

Certified by: **THOMAS ALMOND**



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

Company number: 5474679

Charge code: 0547 4679 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th December 2018 and created by CLOUD9 MOBILE COMMUNICATIONS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st December 2018 .

Given at Companies House, Cardiff on 28th December 2018

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



**Companies House**



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

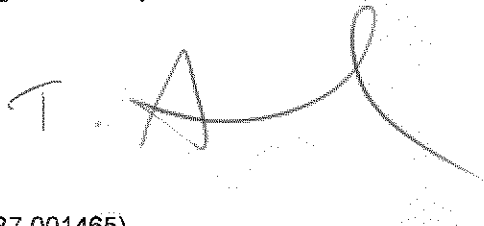
Attached hereto is a deed of accession and charge entered into between Ares Management Limited (as Security Agent) and each of the Companies listed in Schedule 2.

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

Name: Thomas Almond

Title: Solicitor

Date: 21 December 2018

A handwritten signature in black ink, appearing to read 'T. Almond', with a large, stylized loop at the end.

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

Atlantic House, Holborn Viaduct, London EC1A 2FG

## EXECUTION VERSION

THIS DEED OF ACCESSION AND CHARGE is made on 20 December 2018

### BETWEEN:

- (1) **The Companies** listed in Schedule 2 (*The New Chargors*);
- (2) **Blue Midco Limited** (registered in England and Wales under number 11459759) (the "**Parent**"); and
- (3) **Ares Management Limited** (the "**Security Agent**").

### WHEREAS:

- (A) This Deed is supplemental to a Debenture (the "**Principal Deed**") dated 24 July 2018 between (1) the companies listed in Schedule 1 thereto as chargors and (2) the Security Agent as agent and trustee for the Beneficiaries named in the Principal Deed (the "**Beneficiaries**").
- (B) The New Chargors have agreed, on the terms contained in the Principal Deed, to charge in favour of the Security Agent (acting as security agent and trustee for the Beneficiaries), all of their property, undertaking and assets to secure the Secured Sums, and to accede to the Principal Deed.

### THIS DEED WITNESSES as follows:

#### 1. DEFINITIONS AND INTERPRETATION

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

1.2 **Additional Definitions:** In this Deed:

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

"**Material Land**" means all present and future land (excluding Short Leasehold Property) held by any Chargor which:

- (a) has a market value of £7,500,000 (or its equivalent in other currencies) or more; or
- (b) is a leasehold property with an annual rent of £750,000 (or its equivalent in other currencies) or more.

"**Restricted Land**" means any leasehold property held by any New Chargor under a lease which precludes either absolutely or conditionally that New Chargor from creating a mortgage or charge over its leasehold interest in that property and in respect of which consent has not yet been obtained pursuant to Clause 3.5 (*Third Party Consents*) of the Principal Deed.

"**Short Leasehold Property**" means a leasehold property held by a Chargor now or in the future under a lease granted at a rack rent or which had an unexpired term of 25

years or more as at the date of this deed (or in the case of future acquired leasehold property, at the date of the acquisition of such property by the relevant Chargor).

**2. ACCESSION BY EACH NEW CHARGOR TO THE PRINCIPAL DEED**

- 2.1 **Accession:** Each New Chargor agrees to be bound by all the terms of the Principal Deed and to perform all obligations of a Chargor under, and in accordance with, the Principal Deed with effect from the date of this Deed, as if it had been an original party to the Principal Deed as a Chargor.
- 2.2 **Covenant to pay:** Each New Chargor (as primary obligor and not merely as surety) covenants with the Security Agent that it will, on the Security Agent's written demand, pay or discharge the Secured Sums when due at the times and in the manner provided in the relevant Finance Documents.
- 2.3 **Proviso:** The covenants contained in this Clause and the security created by this Deed shall not extend to or include any liability or sum which would otherwise cause any such covenant or security to be unlawful or prohibited by any applicable law.
- 2.4 **Parent's agreement to the accession:** The Parent (on behalf of itself and the other members of the Group which are parties to the Principal Deed) hereby agrees to each New Chargor's accession.

**3. ASSIGNMENTS**

Each New Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) to the Security Agent (as trustee for the Beneficiaries):

- (a) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies;
- (b) all its rights, title and interest from time to time in respect of any Hedging Agreements; and
- (c) all its rights, title and interest from time to time in respect of any Structural Intra-Group Loans.

**4. FIXED SECURITY**

Each New Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, charges in favour of the Security Agent (as trustee for the Beneficiaries):

- (a) by way of legal mortgage, all Material Land in England and Wales now vested in it and registered at HM Land Registry or which will be subject to first registration at HM Land Registry upon the execution and delivery of this Debenture, in each case as described in Schedule 2 (*Registered Material Land to be Mortgaged*);
- (b) by way of fixed charge:
  - (i) with the exception of any Restricted Land, all other Material Land which is now, or in the future becomes, its property;
  - (ii) all Material Land which has ceased to fall within the definition of Restricted Land by virtue of receipt of the relevant landlord's consent to charge that

Material Land, but only with effect from the date on which that consent is obtained;

- (iii) all other interests and rights in or relating to Material Land or in the proceeds of sale of Material Land now or in the future belonging to it;
- (iv) all rental and other income and all debts and claims now or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Material Land;
- (v) all Specified Investments which are now its property, including all proceeds of sale derived from them;
- (vi) all Specified Investments in which that New Chargor may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them;
- (vii) all Derivative Rights of a capital nature now or in the future accruing or offered in respect of its Specified Investments;
- (viii) all Derivative Rights of an income nature now or in the future accruing or offered at any time in respect of its Specified Investments;
- (ix) all insurance or assurance contracts or policies now or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are now or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in this Deed;
- (x) all its goodwill and uncalled capital for the time being;
- (xi) all other debts now or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group;
- (xii) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3 (*Assignments*);
- (xiii) any beneficial interest, claim or entitlement it has to any pension fund now or in the future;
- (xiv) all rights, money or property accruing or payable to it now or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of this Debenture; and
- (xv) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them.

**5. CREATION OF FLOATING CHARGE**

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

(a) all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of Clause 3 (*Assignments*) or charged by any fixed charge contained in Clause 4 (*Fixed security*), including any Assets comprised within a charge which is reconverted under Clause 4.4 (*Reconversion*) of the Principal Deed; and

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

but in each case so that such New Chargor shall not create any Security over any such Floating Charge Asset (whether having priority over, or ranking *pari passu* with or subject to, this floating charge) or take any other step referred to in Clause 6 (*Negative pledge and other restrictions*) with respect to any such Floating Charge Asset, and such New Chargor shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of any such Floating Charge Asset (except as permitted by Clause 27.13 (*Disposals*) of the Facilities Agreement).

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

**6. NEGATIVE PLEDGE AND OTHER RESTRICTIONS**

Without the prior written consent of the Security Agent, except as specifically permitted by the Facilities Agreement, no New Chargor shall:

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

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

**7. RIGHT OF APPROPRIATION**

7.1 To the extent applicable, the parties acknowledge and intend that the charges over each New Chargor's Financial Collateral provided under or pursuant to this Deed will each constitute a "security financial collateral arrangement" for the purposes of the Financial Collateral Regulations.

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



7.3 The value of any Financial Collateral appropriated under Clause 7.2 shall be:

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

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

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

7.5 Each New Chargor agrees that the method of valuing such Financial Collateral under Clause 7.3 is commercially reasonable.

#### 8. APPLICATION TO HM LAND REGISTRY

Each New Chargor:

- (a) in relation to each register of title of any present and future Material Land of the relevant New Chargor which is charged to the Security Agent under this Deed, consents to the Security Agent (or its solicitors) at any time submitting to HM Land Registry:
  - (i) a form AP1 (*application to change the register*) in respect of the security created by this Deed;
  - (ii) a form AN1 (*application to enter an agreed notice*) in respect of the security created by this Deed;
  - (iii) a form RX1 (*application to register a restriction*) in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of [Chargee] referred to on the charges register or their conveyancer."; and
  - (iv) a form CH2 (*application to enter an obligation to make further advances*); and
- (b) covenants to submit an application to the appropriate Land Registry for the first registration of any unregistered Material Land in England and Wales mortgaged by Clause 4 (*Fixed security*) at its own expense, immediately following its execution of this Deed.

#### 9. POWER OF ATTORNEY

9.1 **Appointment of attorney:** Each New Chargor, by way of security and to more fully secure the performance of its obligations under this Debenture, hereby irrevocably

appoints the Security Agent and separately any nominee and/or any Receiver to be its attorney (with full power to appoint substitutes and to delegate) with power in its name and on its behalf, and as its act and deed or otherwise (whether or not a Receiver or administrator has been appointed), after the occurrence of a Declared Default to:

- (a) do anything which that New Chargor is expressly obliged to do in accordance with this Debenture, including to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document; or
  - (b) enable the Security Agent or any such nominee and/or Receiver to exercise (or to delegate) all or any of the rights conferred on it by this Debenture or by statute in relation to this Debenture or the Assets charged, or purported to be charged, by it, or
- 10. at any other time prior to the occurrence of a Declared Default to do anything which that New Chargor is expressly obliged to do in accordance with this Deed or under Clauses 27.25 (*Further Assurance*) of the Facilities Agreement, including to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document, and which that New Chargor has not done within 20 Business Days of the Security Agent giving notice to the relevant New Chargor and/or the Parent of such failure to comply.
- 10.1 **Ratification:** Each New Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.
- 10.2 **Sums recoverable:** All sums expended by the Security Agent or any Receiver under this clause shall be recoverable from each New Chargor under Clause 20 (*Costs and Expenses*) and Clause 21 (*Other Indemnities*) of the Intercreditor Agreement.
- 11. **NOTICES**

All notices or demands to be given or made pursuant to this Deed shall be given or made in the manner set out in Clause 29 (*Notices*) of the Principal Deed. Each New Chargor's address for service is set out in Schedule 2 (*The New Chargors*).
- 12. **COUNTERPARTS**

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

This Deed and all non-contractual obligations arising in any way whatsoever out of or in connection with this Deed shall be governed by, construed and take effect in accordance with English law.
- 14. **ENFORCEMENT**
- 14.1 **Jurisdiction:**
  - (a) The courts of England shall have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise in any way whatsoever out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any claim for set-off) or the legal relationships

established by this Deed (a "**Dispute**"), only where such Dispute is the subject of proceedings commenced by a New Chargor.

- (b) The parties agree that the courts of England and Wales are the most appropriate and convenient courts to settle any Dispute and accordingly no party shall argue to the contrary.
- (c) This Clause 14.1 (*Jurisdiction*) is for the benefit of the Beneficiaries only. As a result no Beneficiary shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law the Beneficiaries may take concurrent proceedings in any number of jurisdictions.

**15. FINANCE DOCUMENT**

This Deed is a Finance Document.

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

**Schedule 1 to Deed of Accession**

**Registered land to be mortgaged**

<b>Name of Chargor/Registered Proprietor</b>	<b>Description of Property</b>	<b>Title Number</b>

**Unregistered land subject to first registration upon the execution of this Deed**


The address for service of the Security Agent in the case of registered land is Ares Management Limited, 10 New Burlington St, London EC3A 8EP, attn: David Ribchester / Nishal Patel

**Schedule 2 to Deed of Accession**

**The New Chargors**

<b>Name of New Chargor</b>	<b>Registered Number</b>	<b>Address for Service</b>
WL One Holdco Limited	09415388	Horizon, Honey Lane, Hurley, Berkshire, England, SL6 6RJ  Attention: Richard Miller
WL One Midco 1 Limited	09415448	Horizon, Honey Lane, Hurley, Berkshire, England, SL6 6RJ  Attention: Richard Miller
WL One Midco 2 Limited	09415467	Horizon, Honey Lane, Hurley, Berkshire, England, SL6 6RJ  Attention: Richard Miller
WL One Bidco Limited	09415478	Horizon, Honey Lane, Hurley, Berkshire, England, SL6 6RJ  Attention: Richard Miller
MTWOM 1 Limited	07734719	Horizon Honey Lane, Hurley, Maidenhead, Berkshire, England, SL6 6RJ  Attention: Richard Miller
MTWOM B Limited	07736150	Horizon Honey Lane, Hurley, Maidenhead, Berkshire, England, SL6 6RJ  Attention: Richard Miller
PDJ (Shelf 1) Limited	07033866	Horizon Honey Lane, Hurley, Maidenhead, Berkshire, England, SL6 6RJ  Attention: Richard Miller
Wireless Logic Group Limited	07033895	Horizon Honey Lane, Hurley, Maidenhead, Berkshire, England, SL6 6RJ  Attention: Richard Miller
Wireless Logic Limited	03880663	Horizon Honey Lane, Hurley, Maidenhead, Berkshire, England, SL6 6RJ  Attention: Richard Miller
Nucleus Networks Limited	06588701	Horizon Honey Lane, Hurley, Maidenhead, Berkshire, England, SL6 6RJ

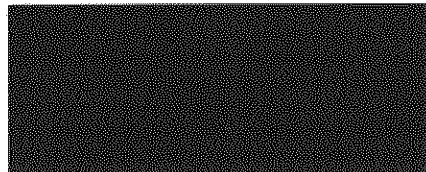
Bluemango Technologies Limited	05923984	Attention: Richard Miller Horizon Honey Lane, Hurley, Berkshire, England, SL6 6RJ Attention: Richard Miller
Cloud9 Mobile Communications Limited	05474679	Horizon Honey Lane, Hurley, Maidenhead, England, SL6 6RJ Attention: Richard Miller
Cloud9 Communications Limited	07153956	Horizon Honey Lane, Hurley, Maidenhead, England, SL6 6RJ Attention: Richard Miller
Cloud 9 Mobile (SIMS) Limited	09234724	Horizon Honey Lane, Hurley, Maidenhead, England, SL6 6RJ Attention: Richard Miller

Execution page to Deed of Accession

EXECUTION

THE NEW CHARGORS

Executed as a )  
Deed by **WL One Holdco Limited** )  
(pursuant to a resolution of its Board )  
of Directors) acting by: )



Director

in the presence of:

Signature of witness:

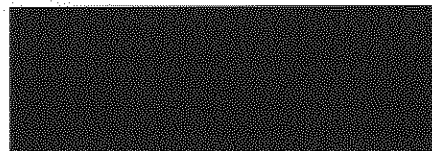
Name of witness:

*EMMA SERGINSON*

Address of witness:

WEIL, GOTSHAL & MANGES (LONDON) LLP  
110 FETTER LANE  
LONDON  
EC4A 1AY

Executed as a )  
Deed by **WL One Midco 1 Limited** )  
(pursuant to a resolution of its Board )  
of Directors) acting by: )



Director

in the presence of:

Signature of witness:

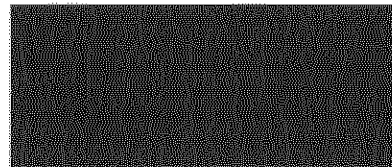
Name of witness:

*EMMA SERGINSON*

Address of witness:

WEIL, GOTSHAL & MANGES (LONDON) LLP  
110 FETTER LANE  
LONDON  
EC4A 1AY

Executed as a )  
Deed by WL One Midco 2 Limited )  
(pursuant to a resolution of its Board )  
of Directors) acting by: )



Director

in the presence of:

Signature of witness:



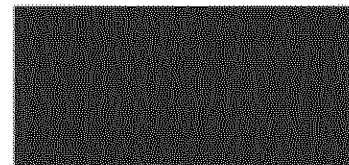
Name of witness:

*EMMA SEEGANSON*

Address of witness:

WEIL, GOTSHAL & MANGES (LONDON) LLP  
110 FETTER LANE  
LONDON  
EC4A 1AY

Executed as a )  
Deed by WL One Bidco Limited )  
(pursuant to a resolution of its Board )  
of Directors) acting by: )



Director

in the presence of:

Signature of witness:



Name of witness:

*EMMA SEEGANSON*

Address of witness:

WEIL, GOTSHAL & MANGES (LONDON) LLP  
110 FETTER LANE  
LONDON  
EC4A 1AY



Executed as a )  
Deed by **MTWOM 1 Limited** )  
(pursuant to a resolution of its Board )  
of Directors) acting by: )

Director

in the presence of:

Signature of witness:

Name of witness:

*EMMA SELLERSON*

Address of witness:

WEIL, GOTSHAL & MANGES (LONDON) LLP  
110 FETTER LANE  
LONDON  
EC4A 1AY

Executed as a )  
Deed by **MTWOM B Limited** )  
(pursuant to a resolution of its Board )  
of Directors) acting by: )

Director

in the presence of:

Signature of witness:

Name of witness:

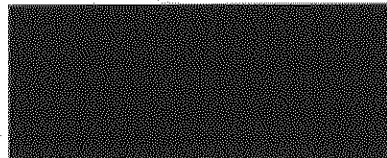
*EMMA SELLERSON*

Address of witness:

WEIL, GOTSHAL & MANGES (LONDON) LLP  
110 FETTER LANE  
LONDON  
EC4A 1AY

Executed as a  
Deed by PDJ (Shelf 1) Limited  
(pursuant to a resolution of its Board  
of Directors) acting by:

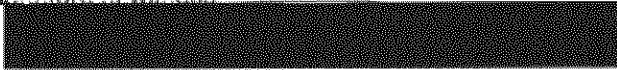
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Director

in the presence of:

Signature of witness:



Name of witness:

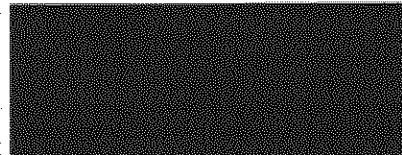
*EMMA SELGINSO*

Address of witness:

WEIL, GOTSHAL & MANGES (LONDON) LLP  
110 FETTER LANE  
LONDON  
EC4A 1AY

Executed as a  
Deed by Wireless Logic Group Limited  
(pursuant to a resolution of its Board  
of Directors) acting by:

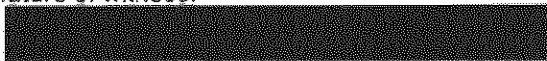
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)



Director

in the presence of:

Signature of witness:



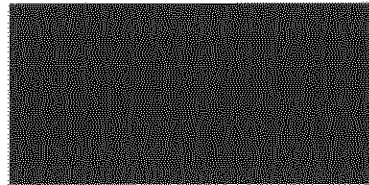
Name of witness:

*EMMA SELGINSO*

Address of witness:

WEIL, GOTSHAL & MANGES (LONDON) LLP  
110 FETTER LANE  
LONDON  
EC4A 1AY

Executed as a )  
Deed by **Wireless Logic Limited** )  
(pursuant to a resolution of its Board )  
of Directors) acting by: )



Director

in the presence of:

Signature of witness:



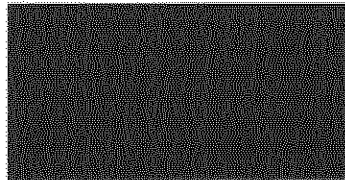
Name of witness:

*EMMA SERRINSON*

Address of witness:

WEIL, GOTSHAL & MANGES (LONDON) LLP  
110 FETTER LANE  
LONDON  
EC4A 1AY

Executed as a )  
Deed by **Nucleus Networks Limited** )  
(pursuant to a resolution of its Board )  
of Directors) acting by: )



Director

in the presence of:

Signature of witness:



Name of witness:

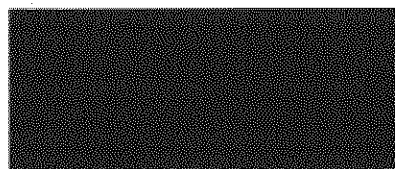
*EMMA SERRINSON*

Address of witness:

WEIL, GOTSHAL & MANGES (LONDON) LLP  
110 FETTER LANE  
LONDON  
EC4A 1AY

Executed as a  
Deed by **Bluemango Technologies Limited**  
(pursuant to a resolution of its Board  
of Directors) acting by:

)  
)  
)  
)



Director

in the presence of:

Signature of witness:



Name of witness:

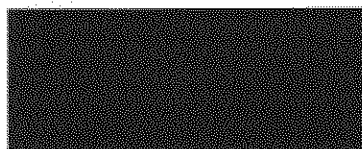
*EMMA SERGINSON*

Address of witness:

\_\_\_\_\_  
WEIL, GOTSHAL & MANGES (LONDON) LLP  
110 FETTER LANE  
\_\_\_\_\_  
LONDON  
EC4A 1AY  
\_\_\_\_\_

Executed as a  
Deed by **Cloud9 Mobile Communications  
Limited**  
(pursuant to a resolution of its Board  
of Directors) acting by:

)  
)  
)  
)  
)



Director

in the presence of:

Signature of witness:



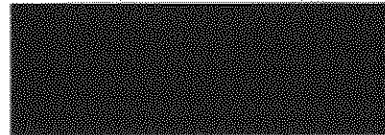
Name of witness:

*EMMA SERGINSON*

Address of witness:

\_\_\_\_\_  
WEIL, GOTSHAL & MANGES (LONDON) LLP  
110 FETTER LANE  
\_\_\_\_\_  
LONDON  
EC4A 1AY  
\_\_\_\_\_

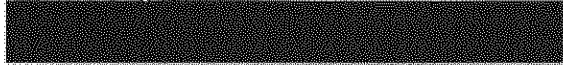
Executed as a )  
Deed by Cloud9 Communications Limited )  
(pursuant to a resolution of its Board )  
of Directors) acting by: )



Director

in the presence of:

Signature of witness:



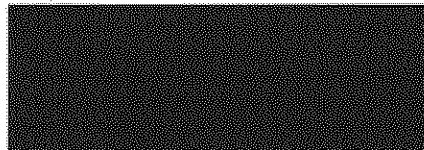
Name of witness:

EMMA SELGINSO

Address of witness:

WEIL, GOTSHAL & MANGES (LONDON) LLP  
110 FETTER LANE  
LONDON  
EC4A 1AY

Executed as a )  
Deed by Cloud 9 Mobile (SIMS) Limited )  
(pursuant to a resolution of its Board )  
of Directors) acting by: )



Director

in the presence of:

Signature of witness:



Name of witness:

EMMA SELGINSO

Address of witness:

WEIL, GOTSHAL & MANGES (LONDON) LLP  
110 FETTER LANE  
LONDON  
EC4A 1AY

**THE PARENT**

Executed as a  
Deed by **Blue Midco Limited**  
(pursuant to a resolution of its Board  
of Directors) acting by:

)

)

)

)

Director

in the presence of:

Signature of

Name of witness:

Address of witness:

**THE SECURITY AGENT**

Signed by  
for and on behalf of  
**Ares Management Limited**

)

)

)

)

Authorised Signatory

Address details:      Ares Management Limited  
                             10 New Burlington Street  
                             6<sup>th</sup> Floor  
                             London  
                             W1S 3BE

Fax:                      +44207 464 6401

Email:                   OperationsLondon@aresmgmt.com

Telephone:              +44 207 434 6414 / 6424

For the attention of:   David Ribchester / Nishal Patel

**THE PARENT**

Executed as a  
Deed by **Blue Midco Limited** )  
(pursuant to a resolution of its Board )  
of Directors) acting by: )  
 ) Director

in the presence of:

Signature of witness:

\_\_\_\_\_

Name of witness:

\_\_\_\_\_

Address of witness:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**THE SECURITY AGENT**

Signed by )  
for and on behalf of )   
**Ares Management Limited** )  
 ) Authorised Signatory

Address details: Ares Management Limited  
10 New Burlington Street  
6<sup>th</sup> Floor  
London  
W1S 3BE  
John Atherton  
Authorised Signatory

Fax: +44207 464 6401

Email: OperationsLondon@aresmgmt.com

Telephone: +44 207 434 6414 / 6424

For the attention of: David Ribchester / Nishal Patel