

# M

COMPANIES FORM No. 395

042002/39

## Particulars of a mortgage or charge

# 395

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

CHFP025

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

Company number

181

3155883

Name of company

\* CSL (DUALCOM) LIMITED (the "Company")

Date of creation of the charge

12 June 2006

Description of the instrument (if any) creating or evidencing the charge (note 2)

Debenture (the "Debenture") made between the Company and the Bank.

Amount secured by the mortgage or charge

The Company has covenanted to discharge each and every liability which the Company may have to the Bank from time to time whether on any current or other account or otherwise in any manner whatsoever (whether solely or jointly with one or more persons, whether under the Debenture or otherwise, whether as principal or as surety or in some other capacity and whether originally incurred by the Company or some other person) and pay to the Bank every sum (of principal, interest or otherwise) from time to time owing, due or incurred by the Company to the Bank in respect of any such liabilities including all costs and expenses (including fees and costs of legal advisers) incurred by the Bank in connection with the preservation of, or the enforcement or attempted enforcement of, its rights under the Debenture (the "Secured Liabilities").

Names and addresses of the mortgagees or persons entitled to the charge

Singer & Friedlander Limited (the "Bank")  
21 New Street, Bishopsgate, London

Postcode EC2M 4HR

Presentor's name address and reference (if any):

Berwin Leighton Paisner LLP  
Adelaide House  
London Bridge  
London  
EC4R 9HA

TBOY/22382.23/5233455

Time critical reference

For official Use (02/00)  
Mortgage Section

Post room



LD3  
COMPANIES HOUSE

\*LQND0GB2\*  
412  
16/06/2006

The Company has charged in favour of the Bank for the payment and discharge of the Secured Liabilities:

1. With full title guarantee:

1.1 by way of legal mortgage, the Land described in Schedule 1 of the Debenture (and repeated below) and its proceeds of sale; and

1.2 by way of legal mortgage, all estates or interest in any freehold or leasehold Land (except the Land described in Schedule of the Debenture) belonging to the Company at the date of the Debenture and their proceeds of sale; and

Please see addendum 4/4 on page 3

Please do not write in this margin

*Please complete legibly, preferably in black type, or bold block lettering*

Particulars as to commission allowance or discount (note 3)

Nil

Signed

*Berwin Leghinton Paronax LLP* Date *16 June 2006*

On behalf of ~~XXXXXXXX~~ [mortgagee/chargee] †

*A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)*

† delete as appropriate

## Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;  
(a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or  
(b) procuring or agreeing to procure subscriptions, whether absolute or conditional,  
for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: **Companies House, Crown Way, Cardiff CF14 3UZ**

Name of company

\*insert full name  
of Company

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## Addendum 1/4

1. Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

## Addendum 2/4

2. Amount due or owing on the mortgage or charge (continued)

## Addendum 3/4

3. Names, addresses and description of the mortgages or persons entitled to the charge (continued)

## Addendum 4/4

4. Short particulars of all the property mortgaged or charged (continued)

1.3 by way of fixed charge, to the extent that they are not the subject of a mortgage under paragraphs 1.1 and 1.2 above, all estates or interest in any freehold or leasehold Land and all immoveable assets belonging to the Company or in which the Company may have an interest, in each case at any time during the Security Period regardless (as regards immoveable assets) of their location; and

1.4 by way of fixed charge, to the extent that they are not the subject of a mortgage under paragraphs 1.1 and 1.2 above or a fixed charge under paragraph 1.3 above, all liens, charges, options, agreements, rights and interests over Land belonging to the Company or in which the Company may have an interest, in each case at any time during the Security Period.

2. With full title guarantee, by way of fixed charge (and to the extent that they are not the subject of a mortgage or charge set out at paragraph 1 above:

2.1 all plant, machinery, vehicles, computers, office and other equipment and, in all cases, the full benefit of all licences, warranties and maintenance contracts for them;

2.2 the Securities;

2.3 the goodwill and uncalled capital of Company at any time during the Security Period;

2.4 the Intellectual Property;

2.5 the Insurances; and

2.6 all its rights under, or in connection with, authorisations held by the Company at any time during the Security Period in connection with the business of the Company or the Charged Assets and the right to recover and receive all compensation or other amounts payable to the Company in respect of such authorisations.

3. With full title guarantee, by way of floating charge all Assets other than those Assets for the time being effectively charged by way of legal or equitable mortgage or fixed charge as provided in paragraph 1 above, effectively charged by way of fixed charge as provided in paragraph 2 above or effectively assigned (whether at law or in equity) to the Bank as

Name of company

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provided in paragraph 4 below.

4. With full title guarantee the Company has assigned absolutely in favour of the Bank all rights and claims under, or in respect of, the Contracts and any returns of premium or other sums receivable in respect of them.

#### 5. NOTES

5.1 Clause 7.1 of the Debenture provides that the Company shall not create or allow to subsist any Encumbrance on or over the Charged Assets (save for Permitted Encumbrances).

5.2 Clause 7.3 of the Debenture provides that the Company shall not, save as permitted under the Loan Agreement or otherwise with the prior written consent of the Bank:

5.2.1 sell, transfer, grant any lease or licence in relation to, enter into any agreement for the sale, transfer of, grant of lease or licence relating to, or otherwise dispose of, the Charged Assets;

5.2.2 part with possession of the Charged Assets;

5.2.3 confer upon any person any licence, right or interest to occupy the Charged Assets;

5.2.4 grant any licence or permission to assign or underlet the Charged Assets; or

5.2.5 enter into any option agreement or arrangement having a similar effect to any of the actions referred to in Clause 7.3 of the Debenture;

Clause 7.3 of the Debenture does not apply to Book Debts and is subject to Clause 7.4 of the Debenture (Statutory Powers of Leasing).

6. Clause 27.1 of the Debenture provides that the Company shall, at its own expense, execute and do all such assurances, acts and things as the Bank may require for perfecting the Encumbrances intended to be created by the Debenture over the Charged Assets or for facilitating the realisation of the Charged Assets and in the exercise of all powers, authorities and discretions vested in the Bank or any Receiver of the Charged Assets or in any delegate or sub-delegate.

#### **Definitions for the purposes of this form**

"Assets" means the business, undertaking, property, assets, revenues, rights and uncalled capital belonging to the Company or to which the Company is or may become entitled or in which the Company may have an interest in, each case at any time during the Security Period;

"Book Debts" means all book and other debts of any nature now or at any time during the Security Period due or owing to the Company and the benefit of, and the proceeds of all claims under, all Encumbrances, guarantees, indemnities, letters or credit and insurances of any nature enjoyed or held by the Company at any time during the Security Period in relation to those book and other debts;

"Charged Assets" means the Assets from time to time subject or expressed to be subject to this Security;

"Charged Land" means the Land over which securities created pursuant to Clause 4.1 of the Debenture;

"Contracts" means all the Company's rights, title, interest and benefit in and to:

(a) all the agreements set out in Schedule 2 (contracts) of the Debenture (if any);

Name of company

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(b) any contract in respect of the whole or any part of the Charged Assets to which the Company is a party excluding the Insurances,

as from time to time (with the prior written consent of the Bank) modified, amended, varied, supplemented or novated with the full benefit of all negotiable or non-negotiable instruments, guarantees, indemnities, debentures, mortgages, charges, liens and other security in respect of the same;

"Encumbrance" means any mortgage, charge, pledge, lien, assignment, hypothecation, encumbrance, title retention, preferential right or trust arrangement or other security arrangement or agreement or any right (including any "hold back" or "flawed asset" arrangement) conferring a priority of payment;

"Fixtures" means, in relation to the Charged Land, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery at any time during the Security Period on the Charged Land and owned by the Company;

"Insurances" means all contracts and policies of insurance of whatever nature which are, from time to time during the Security Period, taken out by or on behalf of the Company or (to the extent of such interest) in which at any time during the Security Period the Company has an interest, all proceeds thereof, all rights to demand those proceeds and the debts represented by them;

"Intellectual Property" means the Intellectual Property Rights owned or used by the Company throughout the world or the interests of the Company in any of those Intellectual Property Rights, together with the benefit of all agreements entered into or the benefit of which is enjoyed by the Company relating to the use or exploitation of any of those Intellectual Property Rights;

"Intellectual Property Rights" means all patents and patent applications, trade and service marks and trade and service mark applications (and all goodwill associated with any patents, trade and service marks, whether registered, under application for registration or otherwise), all brand and trade names, all copyrights and rights in the nature of copyright, all design rights, all registered designs and applications for registered designs, all inventions, all trade secrets, all know-how and all other intellectual property rights throughout the world;

"Land" means freehold and leasehold land and all Fixtures, buildings, erections, equipment and effects from time to time on that land, and including the benefit of any covenants for title given or entered into in respect of that land by the Company or any predecessor in title of the Company;

"Loan Agreement" means the loan agreement for a term loan facility of up to £2,500,000 and a revolving capital facility of up to £500,000 to be made available to the Company between the Bank and the Company dated on or about the date of the Debenture;

"Permitted Encumbrance" means any Permitted Encumbrance as defined in the Loan Agreement;

"Receiver" means any one or more persons appointed as a receiver in accordance with the provisions of the Debenture or the Law of Property Act 1925 and includes an administrative receiver (as referred to in the Insolvency Act 1986) and a receiver and manager;

"Securities" means:

(a) Shares;

(b) warrants, options or other rights to subscribe for, purchase, call for delivery of, or otherwise acquire, any Shares;

(c) allotments, rights, money or property arising from any Shares by way of conversion, exchange, redemption, bonus, preference, option or otherwise;

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(d) dividends, distributions, interest and other income from any Shares; and

(e) stock, shares and debentures offered in addition to, or in substitution for, any of the foregoing,

belonging to the Company or to which the Company is or may become entitled or in which the Company may have an interest, in each case at any time during the Security Period;

"Security" means the security from time to time constituted by, or pursuant to, the Debenture;

"Security Period" means the period beginning on 12 June 2006 and ending on a date in which the Bank is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full; and

"Shares" means shares, stock, debentures, debenture stock, loan stock, bonds, notes and certificates of deposit.

## Schedule 1

### (Details of Land)

Zone A, Quay West, Salamander Quay, Park Lane, Harefield, Uxbridge more particularly described in a lease dated 1 November 2005 and made between Salamander Investments Limited (1) and CSL (Dualcom) Limited (2).

Unit D, Cwm Cynon Industrial Estate, Mountain Ash, Aberdare, Rhonda. Cwm Taff more particularly described in a lease dated 17 June 2003 made between Royal Bank of Canada Trust Corporation Limited (as Trustee for the Industrial Estate) (1) and CSL (Communications) Limited (2).

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 03155883

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 12th JUNE 2006 AND CREATED BY CSL (DUALCOM) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO SINGER & FRIEDLANDER LIMITED ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 16th JUNE 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20th JUNE 2006.

P-Cer



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —