

MG01

Particulars of a mortgage or charge



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LASERFORM

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 register particulars of a charge for company. To do this, please use form MG01s

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30/12/2011

#258

COMPANIES HOUSE

1

Company details

Company number 03155883

Company name in full CSL (Dualcom) Limited (the "Company")

(14)

→ Filing in this form
Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

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Date of creation of charge

Date of creation 23/12/2011

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

Composite Guarantee and Debenture with accession for new charging companies (the "Guarantee and Debenture") created on 23 December 2011 between, amongst others, the Company and Octopus Investments Limited (as security trustee for the Security Beneficiaries) (the "Trustee")

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Amount secured

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

Amount secured

All monies, obligations and liabilities now or at any time in the future due, owing or incurred to the Security Beneficiaries (or any of them) from or by the Company pursuant to or in respect of any Finance Document when the same become due for payment or discharge, whether by acceleration or otherwise, and whether such monies obligations or liabilities are express or implied, present or future, actual or contingent, joint or several, incurred as principal or surety and whether originally owing to the Security Beneficiaries or any of them or to the Trustee or purchased or otherwise acquired by it or any of them and whether denominated in sterling or in any other currency, or incurred on any banking account or in any other manner whatsoever and all other amounts payable by the Company under the Guarantee and Debenture (the "**Secured Obligations**").

All terms contained within this MG01 have the same meaning as set out and defined in the Guarantee and Debenture

Continuation page

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

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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 Octopus Investments Limited (the "Trustee")

Address 20 Old Bailey, London

Postcode E C 4 M 7 A N

Name

Address

Postcode

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 Please see continuation sheet C3

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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

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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 870).

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 866). 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).

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Signature

Please sign the form here

Signature

Signature

X Wragge & Co LLP X

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

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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 Fabian Bonavia/2059743/KXJ1

Company name Wragge & Co LLP

Address 3 Waterhouse Square

142 Holborn

Post town London

County/Region

Postcode E C 1 N 2 S W

Country

DX DX 155790 BLOOMSBURY 8

Telephone 08709031000



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,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email 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

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1 Charges

1 1 The Company with full title guarantee charges to the Trustee as trustee for the Security Beneficiaries by way of fixed charge (and as regards all those parts of the freehold and leasehold property in England and Wales now vested in the Company by way of legal mortgage) as a continuing security for the payment and discharge of the Secured Obligations the following assets, both present and future, from time to time owned by the Company or in which the Company may from time to time have an interest

- (a) all freehold and leasehold property of the Company (including without limitation the property (if any) specified in the Guarantee and Debenture) and all liens, charges, options, agreements, rights and interests in or over land or the proceeds of sale of land and all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time on such property or land together with all rights easements and privileges appurtenant to or benefiting the same,
- (b) all plant, machinery (other than that charged by clause (a)) vehicles computers and office and other equipment and the benefit of all contracts and warranties relating to the same,
- (c) all stocks, shares, bonds and securities of any kind whatsoever whether marketable or otherwise and all other interests (including but not limited to loan capital) in any person including all allotments, rights, benefits and advantages whatsoever at any time accruing offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect of them,
- (d) (subject to the Guarantee and Debenture in the case of any monies held in, or sums standing to the credit of the Collections Account,) the Receivables,
- (e) all its rights, title and interest in and to cash at bank and (if different) any amount from time to time standing to the credit of any bank or other account with any Security Beneficiary or the Trustee or with any other bank, financial institution or person (including, without limitation but subject to the Guarantee and Debenture, the Collections Account),
- (f) all uncalled capital and the goodwill of the Company now or at any time in the future in existence,
- (g) the benefit of all representations, undertakings, warranties and indemnities granted in favour of the Company under or pursuant to the Acquisition Agreement and the right to recover and receive all damages and/or compensation which may be payable to it in respect of them,
- (h) to the extent that any Assigned Asset is not effectively assigned under the Guarantee and Debenture, by way of first fixed charge such Assigned Asset, and
- (i) the Intellectual Property

1 2 The Company with full title guarantee charges to the Trustee as trustee for the Security Beneficiaries by way of floating charge as a continuing security for the payment and discharge of the Secured Obligations its undertaking and all its property, assets and rights whatsoever and wheresoever, both present and future, but excluding any property or assets from time to time or for the time being effectively charged to the Trustee by way of fixed charge pursuant to the Guarantee and Debenture

1 3 As further security for the payment of the Secured Obligations, the Company grants an assignment by way of security to the Trustee as trustee for the Security Beneficiaries all its right, title and interest in the Receivables (subject to the Guarantee and Debenture) and the Assigned Agreements and

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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	<p>Insurances, provided that on payment or discharge in full of the Secured Obligations the Trustee will at the request and cost of the Company reassign the Receivables, Assigned Agreements and Insurances (each an Assigned Asset) to the Company</p> <p>1 4 Each of the charges referred to in paragraph 1 1 above shall be read and construed as, and deemed to be, separate charges over each of the items mentioned in 1 1(a) – (i) (inclusive), so that each item mentioned in each sub-paragraph and each item forming any constituent element of the Receivables and the Intellectual Property shall be deemed to be subject to a separate charge Without prejudice to the generality of the previous sentence if any such item shall be found to be subject to a floating charge and not to a fixed charge, such finding shall not of itself result in any other such item being deemed to be subject to a floating charge (as opposed to a fixed charge)</p> <p>1 5 Paragraph 14 of schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 1 2 which floating charge is accordingly a qualifying floating charge for such purposes</p> <p>2 Negative Pledge</p> <p>2 1 Save in respect of a Permitted Disposal or a Permitted Encumbrance, as the context may require, the Company covenants that it will not without the prior consent in writing of the Trustee</p> <p>(a) (save in relation to Receivables to the extent permitted or required pursuant to the Guarantee and Debenture) dispose of, factor, discount, assign or in any other manner deal with, or create, or attempt to create, or permit to subsist or arise any Encumbrance on or over, the Receivables or any part of the Receivables, or release, set off or compound them,</p> <p>(b) create or attempt to create or permit to subsist in favour of any person other than the Trustee any Encumbrance, and</p> <p>(c) dispose of the Charged Assets or any part of them or attempt or agree so to do, except in relation to Receivables to the extent permitted pursuant to the Guarantee and Debenture and except for Floating Charge Assets which may (subject to the other provisions of the Guarantee and Debenture and in particular but without limitation subject to the provisions of the Guarantee and Debenture be sold on market value terms in the usual course of trading as now conducted and for the purpose of carrying on the Company's business or as otherwise agreed by the Trustee</p> <p>3 Conversion of Floating Charge and Automatic Crystallisation</p> <p>3 1 Notwithstanding anything expressed or implied in the Guarantee and Debenture the floating charge created by the Company shall automatically and without notice be converted into a fixed charge in respect of the Floating Charge Assets of the Company</p> <p>(a) if the Company creates or attempts to create any Encumbrance (other than a Permitted Encumbrance) over all or any of the Floating Charge Assets without the prior consent in writing of the Trustee, or</p> <p>(b) if any person levies or attempts to levy any distress, execution, sequestration or other process against any of the Floating Charge Assets of the Company</p> <p>3 2 Upon an Enforcement Event or if at any time the Trustee believes that any assets of the Company are in danger of being seized or sold under any form of distress execution or other similar process then, without prejudice to the provisions of the Guarantee and Debenture the Trustee shall be entitled at any time by giving notice in writing to that effect to the Company to convert the floating charge over all or any part of the Floating Charge Assets of the Company into a fixed charge as regards the assets</p>	

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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

specified in such notice



V.

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3155883
CHARGE NO. 14**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND
DEBENTURE DATED 23 DECEMBER 2011 AND CREATED BY
CSL (DUALCOM) LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM THE COMPANY TO THE SECURITY
BENEFICIARIES (OR ANY OF THEM) ON ANY ACCOUNT
WHATSOEVER 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 30 DECEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 JANUARY 2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES