

139561/13  
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 register particulars of a charge for a Scottish company. To do this, please use form MG01s

THURSDAY



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07/04/2011

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COMPANIES HOUSE

1

### Company details

Company number 03155883

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

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 \*

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### Date of creation of charge

Date of creation 22/03/2011

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

Deed of Accession dated 22 March 2011 between the Acceding Company, the Initial Charging Companies and the Trustee (the "**Deed of Accession**") in relation to a Composite Guarantee and Debenture dated 12 June 2006 between the Initial Charging Companies and the Trustee (the "**Guarantee and Debenture**")

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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) or to the Trustee from or by any Charging 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 any Charging Company under the Guarantee and Debenture (the "**Secured Obligations**")

Please see continuation sheet, page 1

**Continuation page**

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

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## 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 Octopus Asset Management 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

Each Charging 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 leasehold property in England and Wales now vested in such Charging 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 Charging Company or in which the Charging Company may from time to time have an interest:

(a) all freehold and leasehold property of the Company 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 above) 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, in the case of any monies held in, or sums standing to the credit of, the Collections Account, to clause 8 of the Guarantee and Debenture) the Receivables;

(e) all its rights, title and interest in and to the cash at bank (if different) any amount from time to time standing to the credit of any bank or other amount with any Security Beneficiary or the Trustee or with any other bank, financial institution or person (including, without limitation but subject to clause 8 of the Guarantee and Debenture, the Collections Account),

**See continuation sheet 1, page 1**

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## Particulars of a mortgage or charge

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### Amount secured

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

Amount secured

#### DEFINITIONS

**"Acceding Company"** means Greenco Services Limited (company number 06864737), as stated in the Deed of Accession,

**"A Loan Stock Instrument"** means the A loan stock instrument dated 22 March 2011 and entered into by the Borrower which for the purposes of the Guarantee and Debenture, as stated in the Deed of Accession and replaces the Loan Stock Instrument originally defined in the Guarantee and Debenture,

**"B Loan Stock Instrument"** means the B loan stock instrument dated 22 March 2011 and entered into by the Borrower which for the purposes of the Guarantee and Debenture, as stated in the Deed of Accession and replaces the Loan Stock Instrument originally defined in the Guarantee and Debenture;

**"Charging Companies"** means the Company, the Acceding Company and the Initial Charging Companies and any person which accedes to the terms of this Guarantee and Debenture pursuant to terms of a duly executed Deed of Accession,

**"Company"** means CSL (Dualcom) Limited (03155883),

**"Deed of Accession"** means a deed of accession to this Guarantee and Debenture dated 22 March 2011,

**"Designated Loan Stock"** means any loan stock issued pursuant to a loan stock instrument executed by any Charging Company which is identified as being Designated Loan Stock pursuant to a notice signed by the Trustee and the Company;

**"Designated Stockholders"** means holders from time to time of the Designated Loan Stock and the holders as at the date of this deed are Octopus Eclipse VCT plc, Octopus Eclipse VCT 2 plc, Octopus Eclipse VCT 3 plc and Octopus Eclipse VCT 4 plc,

**"Finance Document"** means the Guarantee and Debenture, the Loan Stock Instrument, the Stock, the Designated Loan Stock, Investment Agreement and any document, certificate or instrument executed in connection therewith or pursuant there to,

**"Initial Charging Companies"** means the the Company, Dualcom Holdings Limited (company number 05758908) and CSL Investments Limited (company number 05034304)

**"Investment Agreement"** means the investment agreement relating to the Target dated 12 June 2006 (and amended on 13 July 2007, 6 February 2009 and 22 March 2011) between Target (1), Philip Hollet and others (2), Octopus Eclipse VCT plc (formerly Eclipse VCT plc) and others (3) and Octopus Investments Limited (4), as stated in the Deed of Accession and replaces the Investment Agreement originally defined in the Guarantee and Debenture,

**"Loan Stock Instrument"** means together, the A Loan Stock Instrument and the B Loan Stock Instrument as stated in the Deed of Accession and replaces the Loan Stock Instrument originally defined in the Guarantee and Debenture,

**"Security Beneficiaries"** means the Trustee, the Designated Stockholders and the Stockholders;

**"Stockholders"** means the stockholders from time to time of the Stock,

**"Stock"** means £1,724,709 of A secured loan stock of the Borrower constituted by the A Loan Stock Instrument and £231,425 of B secured loan stock of the Borrower constituted by the B Loan Stock

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### Amount secured

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Amount secured

Instrument or as the case may be the principal amount from time to time issued and paid up and outstanding and "principal amount" shall be construed accordingly as stated in the Deed of Accession and replaces the Stock originally defined in the Guarantee and Debenture, and

**"Trustee"** means Octopus Asset Management Limited

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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

(f) the Insurances and all proceeds of the Insurances;

(g) all uncalled capital and the goodwill of the Charging Company now or at any time in the future in existence;

(h) the benefit of all representations, undertakings, warranties and indemnities granted in favour of the Charging Company under or pursuant to the Acquisition Documents and the right to recover and receive all damages and/or compensation which may be payable to it in respect of them, and

(i) the Intellectual Property

Each Charging 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 clause 4.1 of the Guarantee and Debenture

The charges created by clauses 4.1 and 4.2 of the Guarantee and Debenture shall be first charges but for the Existing Charges

As further security for the payment of the Secured Obligations, each Charging Company assigns absolutely to the Trustee as trustee for the Security Beneficiaries all its right, title and interest in the Receivables (subject to clause 8 of the Guarantee and Debenture) and the Assigned Agreements and Insurances, provided that on payment or discharge in full of the Secured Obligations the Trustee will at the request and cost of the Charging Company reassign the Receivables, Assigned Agreements and Insurances

Each of the charges referred to in clause 4.1 shall be read and construed as, and deemed to be, separate charges over each of the items mentioned in sub-clauses 4(a)-(i) of the Guarantee and Debenture (inclusive), so that each item mentioned in each sub-clause and each item forming any constituent element of the Receivables, the Insurances 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)

Paragraph 14 of schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 4.2 of the Guarantee and Debenture which floating charge is accordingly a qualifying charge for such purposes

Notwithstanding anything express or implied in the Guarantee and Debenture the floating charge created by the Guarantee and Debenture by a Charging Company shall automatically and without notice be converted into a fixed charge in respect of the Floating Charge Assets of that Charging Company

(a) if the relevant Charging 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

(b) if any person levies or attempts to levy any distress, execution, sequestration, or other process against any of the Floating Charge Assets of that Charging Company.

If at any time an Event of Default shall take place or the Trustee believes that any assets of a

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## Particulars of a mortgage or charge

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Short particulars

Charging 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 clause 6 1 of the Guarantee and Debenture, the Trustee shall be entitled at any time by giving notice in writing to that effect such Charing Company to convert the floating charge over all or any part of the Floating Charge Assets of that Charging Company into a fixed charge as regards the assets specified in such notice

#### NEGATIVE PLEDGE

Each Charging Company covenants that it will not without the prior consent in writing of the Trustee:

(a) (save in relation to Receivables to the extent permitted or required pursuant to clause 8 of 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 (except a Permitted Encumbrance) on or over, the Receivables or any part of the Receivables, or release, set off or compound them;

(b) create or attempt to create or permit to subsist in favour of any person other than the Trustee any Encumbrance (except Permitted Encumbrances);

(c) dispose of the Charged Assets or any part of them or attempt or agree so to do, except in relation to the Receivables to the extent permitted pursuant to clause 8 of the Guarantee and Debenture and except for Floating Charge Assets which may (subject to the other provisions of this Guarantee and Debenture and in particular but without limitation subject to the provisions of clause 8 of the Guarantee and Debenture) be sold at full market value in the usual course of trading as now conducted and for the purpose of carrying on the relevant Charging Company's business

#### DEFINITIONS

**"Acquisition Documents"** means the acquisition agreement dated on or about the date of the Guarantee and Debenture relating to the acquisition of the entire issued share capital of CSL Investments Limited by the Company together with all other documents entered into or to be delivered pursuant thereto;

**"Assigned Agreements"** means any agreement which the Trustee may from time to time designate as such by notice in writing to the Charging Companies,

**"Collection Account"** has the meaning as defined in clause 8 of the Guarantee and Debenture;

**"Encumbrance"** means any mortgage, charge, assignment for the purpose of security, pledge, lien, right of set-off, arrangement for retention of title, or hypothecation or trust arrangement for the purpose of, or which has the effect of, granting security, or other security interest of any kind whatsoever and any agreement, whether expressed to be conditional or otherwise, to create any of the same or any agreement to sell or otherwise dispose of any asset on terms whereby such asset is or may be leased to or re-acquired or acquired by the person so agreeing or disposing,

**"Event of Default"** means any of the events or circumstances described in clause 6 of the Loan Stock Instrument;

**"Existing Charges"** means the Encumbrances brief particulars of which are set out in Part II of Schedule 3 of the Guarantee and Debenture but only to the extent specified in Part II of Schedule 3 of the Guarantee and Debenture;

**"Floating Charge Assets"** means those assets of any Charging Company from time to time subject to a floating charge pursuant to this Guarantee and Debenture;

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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

**"Insurances"** means all policies of insurance either now or in the future held by or written in favour of any Charging Company or in which any Charging Company is otherwise interested but excluding any third party liability or public liability insurance and any directors or officers insurance,

**"Intellectual Property"** means all patents (including applications, improvements, prolongations, extensions and rights to apply for them in any part of the world) designs (whether registered or unregistered) copyrights, design rights, trade marks and service marks (whether registered or unregistered) utility models, trade names, business names, domain names and brand names, knowhow, formulae, confidential information, trade secrets, computer software programs and systems and any similar rights existing in any country (including the benefit of any licenses or consents relating to any of the above) and all fees, royalties or other rights derived from them or incidental to them in any part of the world,

**"Permitted Encumbrances"** means

(i) any lien for taxes of any kind either not yet assessed or, if assessed, not yet due and payable or being contested in good faith by appropriate proceedings (and for the payment of which adequate reserves have been provided by the relevant Charging Company),

(ii) any lien arising in the ordinary course of business by statute or by operation of law, in any case in respect of any monies:

(a) which are not yet due and payable,

(b) which have become due and payable, to the extent that the payment of such monies is the subject of a dispute which the relevant Charging Company is conducting in good faith, if necessary by appropriate proceedings,

(iii) any rights by way of reservation or retention of title which are required by the supplier of any property to the relevant Charging Company in the normal course of such supplier's business,

(iv) any security interest arising under the Finance Documents,

(v) any security interest permitted pursuant to the facilities agreement between Singer & Friedlander Limited and the Company dated on or about the date of the Guarantee and Debenture,

(vi) the Existing Charges

**"Receivables"** means in respect of each Charging Company

(i) all present and future book debts and other debts, rentals, royalties fees, VAT and monetary claims and all other amounts recoverable or receivable by the Charging Company from other persons or due or owing to the Charging Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever);

(ii) the benefit of all rights and remedies relating to any of the items in (i) above including, without limitation, claims for damages and other remedies for non-payment of the same, all entitlements to interest, negotiable instruments, guarantees, indemnities, Encumbrances, Collateral Instruments, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights, and

(iii) all proceeds of any of the items listed in (i) or rights and remedies in (ii) above.

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Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars		



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## 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 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).

### 9 Signature

Please sign the form here

Signature

Signature

X *Berwin Leighton Paisner LLP* X

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

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## 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 Philip Whale

Company name Berwin Leighton Paisner LLP

Address Adelaide House

London Bridge

Post town London

County/Region

Postcode E C 4 R 9 H A

Country

DX 92 LONDON/CHANCERY LN

Telephone +44 (0)20 3400 1000



### 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](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. 3155883  
CHARGE NO. 13**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEED OF ACCESSION DATED 22  
MARCH 2011 AND CREATED BY CSL (DUALCOM) LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM OR  
BY ANY CHARGING COMPANY TO THE SECURITY  
BENEFICIARIES (OR ANY OF THEM) OR TO THE TRUSTEE ON  
ANY ACCOUNT 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 7 APRIL 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 APRIL 2011

DX



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES