



**Registration of a Charge**

Company name: **CSL (DUALCOM) LIMITED**

Company number: **03155883**



X910DAU0

Received for Electronic Filing: **17/03/2020**

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**Details of Charge**

Date of creation: **13/03/2020**

Charge code: **0315 5883 0018**

Persons entitled: **NATWEST MARKETS PLC AS SECURITY TRUSTEE FOR THE SECURED PARTIES**

Brief description: **UNIT 17, KINGFISHER COURT, NEWBURY, RG14 5SJ REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER BK272184. PLEASE SEE CHARGING INSTRUMENT FOR FURTHER DETAILS.**

**Contains fixed charge(s).**

**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: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL  
INSTRUMENT.**

Certified by:

**ADDLESHAW GODDARD LLP**



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

Company number: 3155883

Charge code: 0315 5883 0018

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th March 2020 and created by CSL (DUALCOM) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th March 2020 .

Given at Companies House, Cardiff on 18th March 2020

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**



Dated 13 March 2020

CSL (DUALCOM) LIMITED  
as Chargor

NATWEST MARKETS PLC  
as Security Agent

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SUPPLEMENTAL CHARGE  
BY WAY OF LEGAL  
MORTGAGE

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**This Deed** is made on

13 March 2020

**Between**

- (1) **CSL (Dualcom) Limited** (registered in England and Wales with number 03155883) (**Chargor**); and
- (2) **NatWest Markets plc** (registered in Scotland with number SC090312) as security trustee for the Secured Parties (**Security Agent**, which term shall include any person appointed as security trustee or as an additional security trustee in accordance with the terms of the Senior Facilities Agreement).

**It is agreed**

**1 Definitions and interpretation**

**1.1 Definitions**

In this Deed:

**Borrowers** has the meaning given to it in the Senior Facilities Agreement

**Senior Facilities Agreement** means the senior facilities agreement originally dated 10 February 2017 as amended on 10 February 2017, 25 April 2017 and 25 May 2018 and amended and restated on 27 September 2019 and made between, amongst others, Sunny Midco Limited as Parent, The Royal Bank of Scotland plc and HSBC UK Bank plc as Mandated Lead Arrangers, The Royal Bank of Scotland plc as Agent and the Security Agent

**Party** means a party to this Deed

**Property** means the property described in the Schedule (Property)

**Security Agreement** means the debenture dated 27 September 2019 and granted by, amongst others, the Chargor in favour of the Security Agent

**1.2 Interpretation**

- (a) Unless otherwise defined in this Deed, a term defined in the Security Agreement has the same meaning when used in this Deed or any notices, acknowledgements or other documents issued under or in connection with this Deed.
- (b) Clause 1.3 (Interpretation) of the Security Agreement is incorporated in this Deed as if set out here in full but so that each reference in that clause to **this Deed** (meaning the **Security Agreement**) shall be read as a reference to this Deed.

**1.3 Third party rights**

- (a) Unless expressly provided to the contrary in any Finance Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed or any other Finance Document issued or entered into under or in connection with it but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

- (b) Unless expressly provided to the contrary in any Finance Document the consent of any person who is not a Party is not required to rescind or vary this Deed or any other Finance Document entered into under or in connection with it.

#### 1.4 **Security Agreement**

- (a) This deed is supplemental to the Security Agreement.
- (b) On and from the date of this Deed, the Property shall be deemed to form part of the Secured Assets and the Secured Property for the purposes of the Security Agreement.
- (c) Clauses 2 (Covenant to pay), 3.9 (Small company moratorium), 4 (Continuing security), 5 (Negative Pledge), 6 (Restrictions on disposals), 7 (Further assurance), 12 (Security power of attorney), 13 (Enforcement of security) and 14 (Receiver) to 34 (Enforcement) (inclusive) of the Security Agreement shall apply to this Deed, the Property and the realisation of the Security created under this Deed as if set out in this Deed in full but so that each reference in those clauses to **this Deed** (meaning the Security Agreement) shall be read as a reference to this Deed
- (d) The Security Agreement shall remain in full force and effect and all references in the Finance Documents to the Security Agreement shall be to the Security Agreement as amended and/or supplemented by this Deed.

#### 1.5 **Incorporated terms**

The terms of the Finance Documents and of any side letters relating to the Finance Documents and the Secured Obligations are incorporated into this Deed to the extent required for any purported disposition of any Secured Assets contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

## 2 **Charging provisions**

### 2.1 **General**

All Security created by the Chargor under clauses 2.2 to 2.4 inclusive is:

- (a) a continuing security for the payment and discharge of the Secured Obligations;
- (b) granted with full title guarantee;
- (c) granted in respect of all the right, title and interest (if any), present and future, of the Chargor in and to the relevant Secured Asset; and
- (d) granted in favour of the Security Agent as security trustee for the Secured Parties.

### 2.2 **First legal mortgages**

The Chargor charges by way of first legal mortgage the Property and all Fixtures on the Property.

### 2.3 **Assignments**

The Chargor assigns:

- (a) the Relevant Agreements relating to the Property and to which it is a party; and

- (b) the Relevant Policies relating to the Property.

The Chargor shall remain liable to perform all its obligations under each Relevant Agreement to which it is a party and each Relevant Policy.

## **2.4 First fixed charges**

The Chargor charges by way of first fixed charge to the extent that any legal mortgage in clause 2.2 or any assignment in clause 2.3 is ineffective as a legal mortgage or assignment (as applicable), the assets referred to in that clause.

## **3 Land Registry**

### **3.1 Application for restriction**

- (a) The Chargor consents to an application being made to the Chief Land Registrar for registration of a restriction on the register of title of the Property.
- (b) The Chargor confirms that the Property is not affected by any disclosable overriding interests within the meaning of the Land Registration Act 2002 or the Land Registration Rules 2003.

### **3.2 Tacking and further advances**

The Lenders are, subject to the terms of the Senior Facilities Agreement, under an obligation to make further advances to the Borrowers and this security has been made for securing such further advances. The Security Agent and the Chargor by this Deed consent to an application being made to the Chief Land Registrar to enter a note of such obligation on the register of title of the Property.

## **4 Notices of assignments and charges**

### **4.1 Relevant Agreements**

The Chargor shall comply with its obligations under clause 9.1 (Relevant Agreements) of the Security Agreement in respect of each Relevant Agreement assigned under clause 2.3 (Assignments).

### **4.2 Insurance policies**

The Chargor shall comply with its obligations under clause 10.2 (Insurance Policies) of the Security Agreement in respect of each Relevant Policy assigned under clause 2.3 (Assignments).

## **5 Finance Document**

This Deed is a Finance Document.

## **6 Counterparts**

This Deed and/or any Finance Document entered into under or in connection with this Deed may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Deed and/or any such Finance Document entered



into under or in connection with this Deed by e-mail attachment or telecopy shall be an effective mode of delivery.

**7 Governing law**

This Deed (and any non-contractual obligations arising out of or in connection with it) shall be governed by and construed in accordance with English law.

**This Deed** has been executed as a deed and delivered on the date given at the beginning of this Deed.

**The Schedule****Property****Registered Land**

<b>Country and District (or Address or Description London Borough)</b>	<b>Title Number</b>
Unit 17, Kingfisher Court, Newbury, RG14 5SJ	BK272184
Unit 18, Kingfisher Court, Hambridge Road, Newbury, RG14 5SJ	BK273757

## SIGNATORIES TO THE DEED

**Chargor**

Executed as a deed by  
**CSL (Dualcom) Limited**  
 acting by a director in the presence of

)  
)  
)

Director

Signature of witness

Name JESSICA GRAY

Address 14 THE LONGROOM

HAREFIELD. UB9 6FB

**The Security Agent**

Executed as a deed by  
 as duly authorised attorney  
 for and on behalf of **National Westminster  
 Bank Plc** acting as agent for NatWest Markets  
 Plc in the presence of

)  
)  
)

Signature of witness

Name

Address

## SIGNATORIES TO THE DEED

**Chargor**

Executed as a deed by )  
**CSL (Dualcom) Limited** )  
 acting by a director in the presence of ) Director

.....  
 Signature of witness

Name : .....

Address : .....

**The Security Agent**

Executed as a deed by )  
 )  
 as duly authorised attorney )  
 for and on behalf of **National Westminster**  
**Bank Plc** acting as agent for NatWest Markets  
 Plc in the presence of

.....  
 Signature of witness

**Brendon Sinclair**  
 Name : .....

Address : .....  
 National Westminster Bank Plc  
 Syndicated Loans Agency  
 250 Bishopsgate  
 London  
 EC2M 4AA