



Registration of a Charge

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

Company number: **03155883**

Received for Electronic Filing: **06/08/2020**



X9AVHLEB

Details of Charge

Date of creation: **30/07/2020**

Charge code: **0315 5883 0019**

Persons entitled: **ECI 11 NOMINEES LIMITED (AS SECURITY TRUSTEE)**

Brief description:

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

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:

SQUIRE PATTON BOGGS (UK) LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3155883

Charge code: 0315 5883 0019

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th July 2020 and created by CSL (DUALCOM) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th August 2020 .

Given at Companies House, Cardiff on 7th August 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**

DATE OF ACCESSION DEED

30 July

2020

PARTIES

- (1) **THE COMPANIES LISTED IN SCHEDULE 1** (the **New Companies**)
- (2) **FIRE MIDCO LIMITED** (a company incorporated in England and Wales with registered number 12672064) (the **"Companies' Agent"**) for itself and as agent for and on behalf of each of the existing Companies
- (3) **ECI 11 NOMINEES LIMITED** as trustee for the Secured Parties (the **"Security Trustee"**, which expression includes any person which is for the time being a trustee (or a co-trustee) for the Secured Parties)

BACKGROUND

This Deed is supplemental to a debenture dated 30 July 2020 between, among others, (1) the Companies' Agent, (2) the Original Companies named therein and (3) the Security Trustee, as supplemented and amended from time to time (the **"Debenture"**).

THIS DEED WITNESSES THAT:

1 INTERPRETATION

1.1 Definitions and construction

Terms defined (or expressed to be subject to a particular construction) in the Debenture shall have the same meanings (or be subject to the same construction) when used in this Deed.

1.2 Effect as a deed

This Accession Deed is intended to take effect as a Deed notwithstanding that the Security Trustee may have executed it under hand only.

2 ACCESSION OF NEW COMPANY TO DEBENTURE

2.1 Accession

Each New Company agrees to be bound by all of the terms of the Debenture and to perform all the obligations of a Company under the Debenture with effect from the date of this Deed as if it had been an original party to the Debenture in the capacity as a Company.

2.2 Covenant to pay

Each New Company agrees, as primary obligor and not only as a surety, that it will pay and discharge the Secured Obligations promptly on demand of the Security Trustee.

2.3 Companies' Agent

The Companies' Agent (on behalf of itself and the other Companies which are parties to the Debenture) hereby agrees to the accession of each New Company.

3 FIXED CHARGES

Each New Company, with full title guarantee and as continuing security for the payment and discharge of the Secured Obligations, charges in favour of the Security Trustee to hold the same on trust for the Secured Parties on the terms set out in the Security Trust Deed:

- (a) by way of first legal mortgage, all of the Real Property (if any) specified in Part 1 of Schedule 2 hereto and all other Real Property now vested in the New Company;
- (b) by way of first fixed charge all its present and future right, title and interest in and to and the benefit of (but in the case of paragraphs (v) and (vi) below only if and to the extent the rights in question have not been effectively assigned pursuant to Clause 4 (Assignments) or such rights have been effectively assigned but such assignment has not been perfected by the service of the appropriate Notice):
 - (i) to the extent not effectively charged pursuant to paragraph (a) above, all estates or interests in any Real Property (whether such interests are freehold, leasehold or licences) vested in, or acquired by, it;
 - (ii) to the extent not effectively charged pursuant to paragraph (a) or (b)(i) above, all plant and machinery, equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the New Company's stock-in-trade or work in progress) owned by the New Company or (to the extent of such interest) in which the New Company has an interest and the benefit of all contracts and warranties relating to the same;
 - (iii) all Charged Accounts;
 - (iv) all Investments and all Related Rights;
 - (v) the Insurances and all Related Rights;
 - (vi) to the extent that the same do not fall within any other sub-paragraph of this paragraph (b), the Material Contracts and all Related Rights;
 - (vii) any pension fund (to the extent permitted by law);
 - (viii) all Authorisations (statutory or otherwise) held in connection with the business of the New Company or the use of any asset of the New Company and the right to recover and receive all compensation which may at any time become payable to it in respect of the same;
 - (ix) all goodwill and uncalled capital of the New Company; and

- (x) all of the Registered Intellectual Property (if any) specified in Schedule 2 hereto and all other Registered Intellectual Property Rights of the New Company.

4 ASSIGNMENTS

Subject to Clause 4.2 (Non-assignable rights) of the Debenture, each New Company, with full title guarantee and as continuing security for the payment and discharge of the Secured Obligations, assigns absolutely to the Security Trustee to hold the same on trust for the Secured Parties on the terms set out in the Security Trust Deed all its present and future right, title and interest in and to and the benefit of:

- (a) the Insurances and all Related Rights;
- (b) all the Material Contracts and all Related Rights; and
- (c) to the extent not charged under the provisions of paragraph (x) of Clause 3 (Fixed Charges), all Intellectual Property.

5 FLOATING CHARGES

- (a) Each New Company, with full title guarantee and as continuing security for the payment and discharge of the Secured Obligations, charges in favour of the Security Trustee to hold the same on trust for the Secured Parties on the terms set out in the Security Trust Deed by way of a first floating charge all its undertaking and assets whatsoever and wheresoever both present and future, not effectively charged pursuant to Clause Clause 3 (Fixed Charges) or effectively assigned pursuant to Clause 4 (Assignments).
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 5.

6 LAND REGISTRY

In respect of the Real Property specified in the Schedule hereto the title to which is registered at the Land Registry and in respect of any other registered title(s) against which this Deed may be noted, each New Company hereby undertakes to make or procure that there is made a due and proper application to the Land Registry (with the Security Trustee's consent as proprietor of the relevant registered charge):

- (a) for a restriction in the following terms to be entered on the Proprietorship Register relating thereto:

"No disposition or dealing of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [*insert date*] in favour of [*insert name of Security Trustee*] referred to in the charges register or their conveyancer."
- (b) to enter a note of the obligation to make further advances by the Secured Parties on the charges register of any registered land forming part of the Secured Assets; and

(c) to note this Deed on the charges register.

7 POWER OF ATTORNEY

7.1 Appointment

By way of security for the performance of its obligations under this Deed, each New Company irrevocably appoints the Security Trustee and any Receiver (and their respective delegates and sub-delegates) to be its attorney acting severally (or jointly with any other such attorney or attorneys) and on its behalf and in its name or otherwise to do any and every thing which the New Company is obliged to do under the terms of this Deed and/or the Debenture or which such attorney considers necessary or desirable in order to exercise the rights conferred on it by or pursuant to this Deed and/or the Debenture or by law.

7.2 Ratification

Each New Company ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed under this Deed and/or the Debenture shall do in its capacity as such.

7.3 Sums recoverable

All sums expended by the Security Trustee or any Receiver under this Clause 7 shall be recoverable from each New Company under Clause 28 (Costs and expenses) of the Debenture.

8 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 33 (Notices) of the Debenture. Each New Company's address and fax number for any communication to be made or delivered under or in connection with this Deed and/or the Debenture is set out with its name below.

9 MISCELLANEOUS

The provisions of Clauses 28 (Costs and expenses), 30 (Remedies and waivers), 32 (Additional Provisions) and 37 (Counterparts and effectiveness) of the Debenture shall be deemed to be incorporated in full in this Deed as if references in those Clauses to "**this Deed**" were references to this Accession Deed.

10 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.

11 ENFORCEMENT

(a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**").

- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This Clause 11 is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

This document has been executed as a deed by each Company and has been signed on behalf of the Security Trustee and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1

The New Companies

Company Name	Registered Number
Sunny Topco Limited	10310960
Sunny Midco Limited	10311033
Sunny Bidco Limited	10311158
CSL (Dualcom) Limited	03155883
CSL Communications Group Limited	07869409
CSL Dualcom Group Limited	06864737
Dualcom Holdings Limited	05758908

SCHEDULE 2

Part 1 Real Property

Company	Description	Title Number (Registered Land)
<i>Intentionally blank</i>	<i>Intentionally blank</i>	<i>Intentionally blank</i>

Part 2 Registered Intellectual Property Rights

Intentionally blank

**Part 3
Shares**

Charging Company	Company Name and Number	Share Type	Number of Shares
Sunny Topco Limited	Sunny Midco Limited (10311033)	Ordinary Share of £1 each	1
Sunny Midco Limited	Sunny Bidco Limited (10311158)	Ordinary Share £1 each	1
Sunny Bidco Limited	CSL Communications Group Limited (07869409)	Ordinary share of £0.00001 each	104,996,666
CSL Communications Group Limited	CSL Dualcom Group Limited (06864737)	A Ordinary shares of £0.005 each	37,816,620
CSL Communications Group Limited	CSL Dualcom Group Limited (06864737)	Ordinary shares of £0.005 each	49,272,500
CSL Dualcom Group Limited	Dualcom Holdings Limited (05758908)	Ordinary shares of £0.001 each	82,821,620
Dualcom Holdings Limited	CSL (Dualcom) Limited (03155883)	Ordinary shares of £1 each	1,039,109

**Part 4
Material Contracts**

Parties	Description	Date
<i>Intentionally blank</i>	<i>Intentionally blank</i>	<i>Intentionally blank</i>

Part 5
Charged Accounts

Charging Company	Account Number and Sort Code	Account Name	Account Maintained With
Sunny Topco Limited	[REDACTED]	SUNNY TOPCO LTD	Natwest
Sunny Midco Limited	[REDACTED]	SUNNY MIDCO LIMITED	Natwest
Sunny Bidco Limited	[REDACTED]	SUNNY BIDCO LIMITED	Natwest
CSL (Dualcom) Limited	[REDACTED]	CSL Comms – Current	Natwest
CSL (Dualcom) Limited	[REDACTED]	CSL – Business Reserve	Natwest
CSL (Dualcom) Limited	[REDACTED]	CSL – Holdings	Natwest
CSL (Dualcom) Limited	[REDACTED]	CSL – Liquidity Manager	Natwest
CSL (Dualcom) Limited	[REDACTED]	CSL – Main Current	Natwest
CSL (Dualcom) Limited	[REDACTED]	CSL – Euro	Natwest

**Part 6
Insurance Policies**

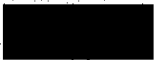
Insured	Type	Policy Number	Insurer	Expiry
Sunny Topco Limited	Combined All Risks Multinational	JH835487	Zurich Insurance plc	30.10.2020
Sunny Topco Limited	Excess Public & Product Liability	UKCASC838845	Chubb European Group SE	30.10.2020
Sunny Topco Limited	Management Liability (D&O and other)	UKDAOO5324119	Chubb European Group SE	30.10.2020
Sunny Topco Limited	Electronic Breakdown	AN876080	Pen Underwriting Limited	31.10.2020
Sunny Topco Limited	Marine Cargo	STP041533213	NMU (Specialty) Limited	30.10.2020
Sunny Topco Limited	Travel Health	BCUK0619-AJG	Chubb European Group SE	30.10.2020
CSL (Dualcom) Limited	Cyber Package Insurance – Cyber Liability and Professional Indemnity	PL-PSC100001541868	Hiscox Insurance Company Limited	30.10.2020
CSL (Dualcom) Limited	Group Income Protection	G02440	Aviva Life & Pensions UK Limited	10.1.2021
CSL (Dualcom) Limited	Life	419A1087	Metlife	31.10.21
Each of CSL Communications Group Limited and CSL (Dualcom) Limited	Automobile Fleet	FJ222953	Aegeas Insurance Limited	30.10.2020


SIGNATURES

The New Companies

EXECUTED as a deed by
EDWARD HEALE, a director for and
on behalf of **SUNNY TOPCO LIMITED** in
the presence of:

Witness


Signature : 
Name : ETHAN DOUGLAS
Occupation : SOLICITOR
Address :


Squire Patton Boggs (UK) LLP
7 Devonshire Square
London
EC2M 4YH

EXECUTED as a deed by
EDWARD HEALE, a director for and
on behalf of **SUNNY MIDCO LIMITED** in
the presence of:

Witness


Signature : 
Name : ETHAN DOUGLAS
Occupation : SOLICITOR
Address :


Squire Patton Boggs (UK) LLP
7 Devonshire Square
London
EC2M 4YH

EXECUTED as a deed by
EDWARD HEALE, a director for and
on behalf of **SUNNY BIDCO LIMITED** in
the presence of:

Witness


Signature : 
Name : ETHAN DOUGLAS
Occupation : SOLICITOR
Address :


Squire Patton Boggs (UK) LLP
7 Devonshire Square
London
EC2M 4YH

EXECUTED as a deed by
EDWARD HEALE, a director for and
on behalf of **CSL (DUALCOM) LIMITED**
in the presence of:

Witness

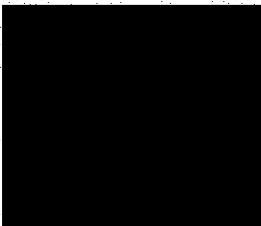
Signature : 
Name : ETHAN DOUGLAS
Occupation : SOLICITOR
Address :


Squire Patton Boggs (UK) LLP
7 Devonshire Square
London
EC2M 4YH

EXECUTED as a deed by
EDWARD HEALE, a director for and
on behalf of **CSL COMMUNICATIONS**
GROUP LIMITED in the presence of:

Witness

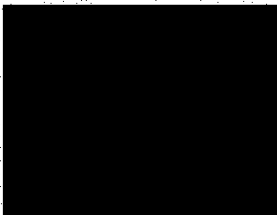
Signature : 
Name : ETHAN DOUGLAS
Occupation : SOLICITOR
Address :


Squire Patton Boggs (UK) LLP
7 Devonshire Square
London
EC2M 4YH

EXECUTED as a deed by
EDWARD HEALE, a director for and
on behalf of **CSL DUALCOM GROUP**
LIMITED in the presence of:

Witness


Signature : 
Name : ETHAN DOUGLAS
Occupation : SOLICITOR
Address :


Squire Patton Boggs (UK) LLP
7 Devonshire Square
London
EC2M 4YH

EXECUTED as a deed by
EDWARD HEALE, a director for and
on behalf of **DUALCOM HOLDINGS**
LIMITED in the presence of:

Witness

Signature : 
Name : ETHAN DOUGLAS
Occupation : SOLICITOR
Address :


Squire Patton Boggs (UK) LLP
7 Devonshire Square
London
EC2M 4YH

The Companies Agent

EXECUTED as a deed by
PAUL MCCREADIE, a director for and
on behalf of **FIRE MIDCO LIMITED** in the
presence of:

Witness

Signature

:

Name

:

Occupation

:

Address

:

[REDACTED]

ETHAN DOUGLAS

Solicitor

Squire Patton Boggs (UK) LLP

7 Devonshire Square

London

EC2M 4YH

The Security Trustee

ECI 11 NOMINEES LIMITED

By: PAUL MCCREADIE

Notices

Address: ECI Partners LLP, Brettenham House, Lancaster Place, London, WC2E 7EN

Fax: N/A

Attention: Paul McCreddie