

313227/13

COMPANIES FORM No 395

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395

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Particulars of a mortgage or charge

**CHFP078** A fee of £13.00 is payable to Companies House in respect of each register entry for a mortgage or charge

Please do not write in this margin

Pursuant to section 395 of the Companies Act 1985

For official use

Company Number

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

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

1 13

04260336

\*insert full name of Company

Name of company

\*Xtera Communications Ltd

Date of creation of the charge

27 May 2008

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

05

Debenture

Amount secured by the mortgage or charge

04

All money and liabilities whatever, whenever and howsoever incurred by the Company whether now or in the future.

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

HSBC Bank plc, whose registered office is at 8 Canada Square, in the City of London.

Postcode E14 5HQ

Presentor's name address and reference (if any): HSBC Bank plc  
~~Securities Processing Centre~~  
~~PO Box 3924~~  
~~79 Hoyle Street~~  
~~Sheffield S1 9BD~~  
DX 712350 Sheffield 19

For official Use  
Mortgage Section

Post Room

WEDNESDAY



A18

\*A00330AQ\*

04/06/2008

95

COMPANIES HOUSE

Time critical reference

01 + 95.

### Short particulars of all the property mortgaged or charged

Legal Mortgage on all freehold (including commonhold) and leasehold land now vested in the Company together with all building fixtures, fittings and fixed plant and machinery now or at any time afterwards on it. This includes (without limitation) the land described or referred to in Part 1 of the First Schedule to the Debenture subject only to the other mortgages or matters (if any) mentioned in Part 2 of the First Schedule to the Debenture, and First Fixed Charge on the chattels (including all additions and improvements to, and replacement of, them from time to time), securities, intellectual property and/or other property mentioned in the Second Schedule of the Debenture, and First Fixed Charge on -

- (i) All the present and future right, title and interest of the Company in or to any freehold (including commonhold) or leasehold land or other immovable property wherever situated and all fixtures, fittings and fixed plant and machinery now or at any time afterwards on it
- (ii) All chattels now or at any time afterwards belonging to the Company. This excludes any of them for the time being forming part of the stock in trade or work-in-progress of the Company or which are, for the time being, otherwise effectively charged by way of legal mortgage or fixed charge by this Debenture
- (iii) The benefit of all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to any land or other property mentioned above and/or to any trade or business from time to time carried on by the Company
- (iv) All book debts and other debts and monetary claims and any rents, licences fees or other payments due from any lessee, licensee or occupier of any immovable property (wherever situated) now or at any time afterwards due owing to or incurred to the Company. In addition, the full benefit of all guarantees and securities for them and all liens, reservations of title and other rights enabling the Company to enforce any such debts or claims (collectively called the "debts"). This excludes such debts and claims (if any) as the Bank may from time to time have agreed in writing with the Company shall not be subject to this fixed charge and also such debts and claims as are charged in accordance with paragraph (v) below
- (v) Any credit balance on any account of the Company with the Bank
- (vi) Any credit balance on any account of the Company with any bank (other than the Bank) or other person
- (vii) All goodwill and uncalled capital for the time being of the Company
- (viii) All stocks, shares, debentures, bonds, loan capital and other securities of any description of any other person (including, without limitation, any subsidiary or subsidiary undertaking of the Company). In addition, all rights to subscribe to or convert other securities into or otherwise acquire any such securities now or at any time afterwards belonging to the Company, and all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to any of these (together with any securities mentioned in the Second Schedule below, collectively called the "securities")
- (ix) All letters patent, trademarks, service marks, designs, utility models, copyrights, design rights, applications for registration of any of them and the right to apply for them in any part of the world. In addition, moral rights, inventions, confidential information, know-how and rights of a similar nature arising or subsisting anywhere in the world in relation to all or any of the above (whether registered or unregistered) now or at any time afterwards belonging to the Company (together with any of the same mentioned in the Second Schedule below, collectively called the "intellectual property")
- (x) All policies of life insurance or assurance and all rights and claims to which the Company is now, or may at any time afterwards, become entitled in relation to the proceeds of them or of any other policies of insurance of any description (including, without limitation, the insurances mentioned in clause 8 (a) below)
- (xi) All rights and other property to which the Company is now, or may at any time afterwards, become entitled as a result of, or in connection with, any proceedings threatened or commenced under the Insolvency Act 1986 or any similar legislation in any jurisdiction
- (xii) The benefit of all agreements for the provision by the Company to any person or any loan or credit or other financial accommodation of any description (including, without limitation, any finance leases and hire or hire-purchase agreements) now, or at any time afterwards, entered into by the Company
- (xiii) The proceeds of sale of any property mentioned above

Floating Charge on all the undertaking of the Company and all its property whatsoever and wheresoever both present and future. This will not include any part of the same which is, for the time being, effectively charged by way of legal mortgage or fixed charge by this Debenture and recognised as effectively so charged under the laws of the jurisdiction in which the same is situated

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)

Signed

On behalf of Xtera Communications Ltd(mortgagee/chargee)+

Date 02/11/2008

A fee of £13.00 is payable to Companies House in respect of each register entry for a mortgage or charge (see Note 5)

+ delete as appropriate

Notes



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

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

**COMPANY NO. 4260336  
CHARGE NO. 3**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 27 MAY 2008  
AND CREATED BY XTERA COMMUNICATIONS LTD. FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO HSBC BANK PLC ON ANY ACCOUNT  
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1  
PART XII OF THE COMPANIES ACT 1985 ON THE 4 JUNE 2008**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 JUNE 2008**



**Companies House**  
— for the record —



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**