

# MG01s

## Particulars of a charge created by a company registered in Scotland



**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 charge created by a  
Scottish company.



### What this form is not for

You cannot use this  
particulars of a mortgage  
created by a company  
in England and Wales or Northern  
Ireland. If you use this form in  
these areas, please use form

WEDNESDAY



SCT

\*S4MYSL3W\*

23/06/2010

461

COMPANIES HOUSE

base

uk

1

### Company details

Company number

S C 1 8 6 9 1 9

Company name in full

JDR Cable Systems (Holdings) Limited

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 \*

2

### Date of creation of charge

Date of creation

d1 d1 m0 m6 y2 y0 y1 y0

3

### Description

Please give a description of the instrument (if any) creating or evidencing the  
charge e.g. 'Standard security', 'Floating charge' etc.

Description

Debenture

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### Amount secured

Please give us details of the amount secured by the charge.

Amount secured

All present and future moneys, obligations and  
liabilities, whether actual or contingent and  
whether owed jointly or severally, as principal or  
surety and/or in any other capacity whatsoever,  
owed by any Company to the Secured Parties under or  
in connection with the Finance Documents and shall  
include interest on the above from the date of  
demand until the date of payment in full (as well  
after as before any judgment) calculated on a daily  
basis at the rate determined in accordance with  
Clause 10.3 (Default Interest) of the Facilities  
Agreement or, in the absence of any such agreement,  
at the rate of two per cent. per annum above the  
Security Agent's Rate. ("Secured Obligations")

(Definitions on Continuation Sheet 1)

### 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**

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 HSBC Bank plc as Security Agent

Address 8 Canada Square

London

Postcode E 1 5 5 H Q

Name

Address

Postcode

**6 Short particulars of all the property charged**

Please give the short particulars of the property charged.

**Continuation page**

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

Short particulars

1 Charges

Each Company with full title guarantee (but on the basis that the implied covenant in respect of incumbrances set out in clause 3.1 (a) in the Law of Property (Miscellaneous Provisions) Act 1994 shall be qualified by any Permitted Security) charges in favour of the Security Agent as continuing security for the payment and discharge of the Secured Obligations:-

1.1 by way of legal mortgage, the Real Property;

1.2 by way of fixed charge, any Real Property as at the date of the Debenture or at any time thereafter belonging to the Company (other than any property charged as described under 1.1 above);

1.3 by way of fixed charge, all plant, machinery, vehicles, computers, office and other equipment owned by the Company, as at the date of the Debenture and thereafter;

1.4 by way of fixed charge all bank accounts, cash at bank and credit balances of the Company as at the date of the Debenture and at any time thereafter including any Holding Accounts and Mandatory Prepayment Accounts with any bank or other person and all rights relating or attaching to them (including the right of interest) and all Related Rights;

1.5 subject to the Legal Reservations, by way of fixed charge, all Receivables as at the date of the Debenture or at any time thereafter, other than those validly and effectively assigned under Clause 3.3 of the Debenture as detailed at 3 below;

(See continuation Sheet 3)

(See continuation Sheet 1 for definitions)

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## Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision <sup>1</sup>

1. The Companies shall not create or permit to subsist any Security over any of the Charged Property, other than Permitted Security or otherwise as permitted under any Finance Document.  
2. The Companies shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, discount, factor, transfer, assign, lease, lend or otherwise dispose of any of the Charged Property other than a Permitted Disposal or otherwise as permitted under any Finance Document.

<sup>1</sup> In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

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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

N/A

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## Delivery of instrument

A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge.

In the case of a charge created out of the United Kingdom (UK), comprising property situated outside the UK, within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the UK. Certified copies of any other documents relevant to the charge should also be delivered.

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## Signature <sup>2</sup>

Please sign the form here.

Signature

X Signed by Christopher Scott for and on behalf of Burness LLP as agent for HSBC Bank plc X

### <sup>2</sup> Signature

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

Signature

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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 Victoria Stewart

Company name Burness LLP

Address 50 Lothian Road

Festival Square

Post town Edinburgh

County/Region Midlothian

Postcode E H 3 9 W J

Country

DX ED73 Edinburgh

Telephone 0131 473 6000



## 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 a certified copy of the deed (if any) 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 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 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 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)**

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## Amount secured

Please give us details of the amount secured by the charge.

Amount secured

### Definitions

**"Charged Property"** means all the assets of a Company which, as at the date of the Debenture or at any time thereafter are the subject of the security created or expressed to be created in favour of the Security Agent by or pursuant to the Debenture.

**"Companies"** means (1) JDR Cable Systems (Holdings) Limited (SC186919) (2) JDR Cable Systems Limited (SC186794) and (3) JDR Cable Systems (Netherlands) Limited (SC187611), all having their registered office at 4th Floor, Saltire Court, 20 Castle Terrace, Edinburgh EH1 2EN (and each a "Company").

**"Declared Default"** means an Event of Default has occurred and is continuing and in respect of which a notice has been served by the Agent (as defined in the Facilities Agreement) under Clause 24.19 (Acceleration) of the Facilities Agreement.

**"Event of Default"** has the meaning given to that term in the Facilities Agreement.

**"Facilities Agreement"** means the credit agreement dated 4 June 2010 and made between (inter alia) JDR Cable Systems (Holdings) Limited and HSBC Bank plc as Original Lender, Security Agent, Original Ancillary Lender, Agent and Mandated Lead Arranger providing for term and revolving credit facilities (inter alia) to the Companies.

**"Finance Document"** means the Facilities Agreement, any accession deed, any ancillary document, the deeds of undertaking, the company intra-group loan agreement, any additional facility document, any compliance certificate, any fee letter, any hedging agreement (subject to certain exceptions specified in the Facilities Agreement), the investor side letter, the intercreditor agreement, any resignation letter, any selection notice, any transaction security document, any utilisation request and any other document designated as a "Finance Document" by the agent and JDR Cable Systems (Holdings) Limited, all such terms having the meanings given to them by the Facilities Agreement.

**"Financial Collateral"** shall have the same meaning as in the Financial Collateral Regulations.

**"Financial Collateral Regulations"** means the Financial Collateral Arrangements (No. 2) Regulations 2003 (S.I. 2003/3226).

**"Holding Account"** has the meaning given to that term in the Facilities Agreement.

**"Insurance Policy"** means any policy of insurance and cover note in which a Company may from time to time have an interest.

(See Continuation Sheet 1 part 2)

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4	Amount secured
	Please give us details of the amount secured by the charge.
Amount secured	<p>Continuation Sheet 1 part 2</p> <p><b>"Intellectual Property"</b> means, as at the date of the Debenture and thereafter, all patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets and all Related Rights belonging to or held by a Company.</p> <p><b>"Investments"</b> means any stocks or other securities, whether held directly by or to the order of a Company or by any trustee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, fiduciary or clearance system).</p> <p><b>"Legal Reservations"</b> has the meaning given to that term in the Facilities Agreement.</p> <p><b>"Mandatory Prepayment Account"</b> has the meaning given to that term in the Facilities Agreement.</p> <p><b>"Material Contracts"</b> means the agreements (if any) listed in Schedule 5 (<i>The Material Contracts</i>) of the Debenture and any other contract entered into by a Company that may from time to time be agreed in writing as a Material Contract by the Security Agent and the relevant Company which is a party to the contract and all Related Rights.</p> <p><b>"Permitted Disposal"</b> has the meaning given to that term in the Facilities Agreement.</p> <p><b>"Permitted Security"</b> has the meaning given to that term in the Facilities Agreement.</p> <p><b>"Real Property"</b> means a Company's estates or interests in all freehold (including commonhold), leasehold or other immovable property (including the property specified in Schedule 2 of the Debenture), and any buildings, fixtures or fittings from time to time situated on or forming part of such property, and includes all Related Rights.</p> <p><b>"Receivables"</b> means, as at the date of the Debenture or at any time thereafter, all book and other debts and monetary claims owing to a Company and all Related Rights.</p> <p><b>"Receiver"</b> means a receiver, manager or administrative receiver appointed pursuant to the provisions of the Debenture or any applicable law.</p> <p>(See Continuation Sheet 1 part 3)</p>

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## Amount secured

Please give us details of the amount secured by the charge.

Amount secured

Continuation Sheet 1 part 3

**"Related Rights"** means, in relation to any asset,

1. the proceeds of sale of any part of that asset;
2. all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
3. all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset, and
4. any income, moneys and proceeds paid or payable in respect of that asset.

**"Secured Parties"** means each finance party from time to time party to the Facilities Agreement, any receiver or delegate, all such terms having the meanings given to them by the Facilities Agreement.

**"Security Agent"** means HSBC Bank plc whose registered office is at 8 Canada Square, London E15 5HQ as agent and trustee for the Secured Parties on the terms and conditions set out in the Security Trust which expression shall include any person for the time being appointed as security agent or as an additional security agent for the purpose of, and in accordance with, the Security Trust.

**"Security Agent's Rate"** means, in respect of a particular day and a particular sum, the rate per annum at which the Security Agent offered deposits in Sterling in the amount of such sum for a one month period to prime banks in the London interbank market at or about 11.00 a.m. (London time) on such day.

**"Security Financial Collateral Arrangement"** shall have the same meaning as in the Financial Collateral Regulations.

**"Security Trust"** means the security trust arrangements as set out in the intercreditor agreement dated 4 June 2010 between (*inter alia*) JDR Cable Systems (Holdings) Limited, JDR Enterprises Limited as investor and HSBC Bank plc as Security Agent, Senior Agent, senior lender, senior arranger and original hedge counterparty.

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## Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

- 1.6 by way of fixed charge, all Investments at the date of the Debenture and at any time thereafter, other than those validly and effectively assigned under Clause 3.3 of the Debenture as detailed at 3 below;
- 1.7 by way of fixed charge, all Intellectual Property at the date of the Debenture and at any time thereafter;
- 1.8 by way of fixed charge, the goodwill of the Company and its uncalled capital both at the date of the Debenture and at any time thereafter;
- 1.9 by way of fixed charge, all rights and interest in and claims under all Insurance Policies, other than those validly and effectively assigned under Clause 3.3 of the Debenture as detailed at 3 below;
- 1.10 by way of fixed charge, all rights and interest in and claims to which the Company is entitled under any contracts, including the Material Contracts, other than those validly and effectively assigned under Clause 3.3 of the Debenture as detailed at 3 below; and
- 1.11 by way of floating charge, the whole of the Company's undertaking and assets as at the date of the Debenture and at any time thereafter including immovable property in Scotland and assets owned by the Company in Scotland in the categories set out in clauses 3.1(a) to 3.1(j) of the Debenture as detailed at 1.1 to 1.10 above, other than any assets validly and effectively mortgaged, charged or assigned by way of security (whether at law or in equity) by the Debenture (the "**Floating Charge Property**").
- 2 Qualifying Floating Charge  
  
Paragraph 14 of Schedule B1 of the Insolvency Act 1986 shall apply to any floating charge created by the Debenture and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986.
- 3 Security Assignment  
  
Each Company with full title guarantee (but on the basis that the implied covenant in respect of incumbrances set out in clause 3.1 (a) in the Law of Property (Miscellaneous Provisions) Act 1994 shall be qualified by any Permitted Security) assigns to the Security Agent as continuing security for the payment and discharge of the Secured Obligations all of its rights, title, interest and benefit from time to time in and to:-
  - 3.1 the Material Contracts;
  - 3.2 the Insurance Policies;
  - 3.3 the Investments; and
  - 3.4 the Receivables.(See Continuation Sheet 3 Part 2)



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## Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

Continuation Sheet 3 Part 2

4 To the extent that the Charged Property constitutes Financial Collateral, each Company agrees that such Charged Property shall be held or designated so as to be under the control of the Security Agent (or by a person acting on its behalf) for the purposes of the Financial Collateral Regulations. To the extent that the Charged Property constitutes Financial Collateral and is subject to a Security Financial Collateral Arrangement created by or pursuant to the Debenture, the Security Agent shall have the right at any time after the date that the Debenture becomes enforceable, to appropriate all or any part of that Charged Property in or towards the payment or discharge of the Secured Obligations. The value of any Charged Property appropriated in accordance with clause 3.4 of the Debenture as detailed in this paragraph 4 shall be (a) in the case of cash, the amount standing to the credit of any account, together with accrued but unposted interest, at the time the right of appropriation is exercised, and (b) in the case of Investments, the market price of that Charged Property at the time the right of appropriation is exercised, as listed on any recognised market index, or as determined by such other method as the Security Agent may select (acting reasonably). Each Company agrees that the methods of valuation provided for in clause 3.4 of the Debenture as detailed in this paragraph 4 are commercially reasonable for the purposes of Regulation 18 of the Financial Collateral Regulations.

### Crystallisation of Floating Charge

1. The Security Agent may at any time by notice in writing to a Company immediately convert the floating charge created by Clause 3.1(k) of the Debenture as detailed at 1.11 above into a fixed charge as regards any property or assets specified in the notice if:-

(a) a Declared Default has occurred; or

(b) the Security Agent reasonably considers that any of the Charged Property may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process; or

(c) the Security Agent reasonably considers that it is prudent in order to protect the priority of the security.

2. The floating charge created under Clause 3.1(k) of the Debenture as detailed at 1.11 above by any Company will automatically be converted (without notice) with immediate effect into a fixed charge in respect of the relevant Floating Charge Property if:-

(a) the Company disposes of any of the Floating Charge Property other than in the ordinary course of trading on an arms length basis or pursuant to a Permitted Disposal; or

(See Continuation Sheet 3 Part 3)

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<b>6</b>	<b>Short particulars of all the property charged</b>	
	Please give the short particulars of the property charged.	
Short particulars	<p>Continuation Sheet 3 Part 3</p> <p>(b) any steps are taken for any of the Charged Property to become subject to any Security (other than Permitted Security) in favour of any other person; or</p> <p>(c) any person levies or attempts to levy any distress, execution or other process against any of the Charged Property; or</p> <p>(d) a resolution is passed or an order is made for the winding-up, dissolution, or re-organisation of or any steps are taken for the appointment of an administrator in respect of the Company.</p> <p>3. At any time after the floating charge constituted under the Debenture shall have crystallised as a fixed charge over all or part of the Charged Property pursuant to Clause 5 of the Debenture as detailed at 2 above but before the appointment of any Receiver pursuant thereto, the said fixed charge shall upon the written consent of the Security Agent cease to attach to the assets then subject to the fixed charge and shall again subsist as a floating charge.</p> <p>4. The floating charge created under the Debenture shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of a Company.</p> <p>5. Clauses 5.1 and 5.2 of the Debenture (as described at 1 and 2 above) shall not apply to Charged Property situated in Scotland if and to the extent that a Receiver would be unable to exercise powers in Scotland under section 72 of the Insolvency Act 1986 due to such conversion.</p> <p>(See Continuation Sheet 1 for definitions)</p>	



**FILE COPY**

**CERTIFICATE OF THE REGISTRATION  
OF A CHARGE**

COMPANY NO. 186919

CHARGE NO. 10

I HEREBY CERTIFY THAT A CHARGE CREATED BY JDR CABLE  
SYSTEMS (HOLDINGS) LIMITED

ON 11 JUNE 2010

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

IN FAVOUR OF HSBC BANK PLC

WAS DELIVERED PURSUANT TO SECTION 878 OF THE  
COMPANIES ACT 2006 ON 23 JUNE 2010

GIVEN AT COMPANIES HOUSE, EDINBURGH 24 JUNE 2010



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES