

# MG01

291337 / 403

## 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  
company. To do this, please use  
form MG01s



A02

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29/06/2012

#24

COMPANIES HOUSE

FRIDAY

### 1 Company details

Company number 0 2 0 2 7 2 0 7

Company name in full REDSTONE CONVERGED SOLUTIONS LIMITED (the "Chargor")

8 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 2 1 0 6 2 0 1 2

### 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 GROUP DEBENTURE (the "Deed")

### 4 Amount secured

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

Amount secured All present and future obligations, liabilities and  
money in any currency (whether present or future,  
actual or contingent, whether incurred as principal  
or surety and whether owed jointly or severally or  
alone or in any other capacity whatsoever) of the  
Chargor to each present and future Secured Party  
from time to time, including but not limited to  
under or pursuant to any Finance Document  
(including all monies covenanted to be paid under  
the Deed) and including any liability (secured or  
unsecured) of the Chargor to a third party which  
subsequently becomes payable to each present and  
future Secured Party by assignment or otherwise and  
including principal, interest, commission, fees and  
other charges ("Secured Obligations").

**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 BARCLAYS BANK PLC (the "Lender")

Address United Kingdom House, 7th Floor

180 Oxford St London

Postcode W 1 D 1 E A

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

**1. GRANT OF SECURITY****1.1 Nature of security**

All Security and dispositions created or made by or pursuant to the Deed are created or made:

(a) in favour of the Lender;

(b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and

(c) as continuing security for payment of the Secured Obligations.

**1.2 Qualifying floating charge**

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986)

**2. FIXED SECURITY****2.1 Fixed charges**

The Chargor charged and agreed to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest:

(a) by way of first legal mortgage

continued on the continuation page

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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 N/A

### 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 JUA Life UK W X

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

Company name DLA Piper UK LLP

Address 3 Noble Street

London

Post town

County/Region

Postcode E C 2 V 7 E E

Country

DX DX 33866 Finsbury Square

Telephone 0207 796 6302

**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)**

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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	<p>(1) the Real Property (if any) specified in part 1 of the schedule hereto (Details of Security Assets), and</p> <p>(11) all other Real Property (if any) at 21 June 2012 vested in, or charged to, the Chargor (not charged by clause 4 1(a)(1) of the Deed),</p> <p>(b) by way of first fixed charge:</p> <p>(1) all other Real Property and all interests in Real Property (not charged by clause 4 1(a) of the Deed),</p> <p>(11) all licences to enter upon or use land and the benefit of all other agreements relating to land; and</p> <p>(111) the proceeds of sale of all Real Property,</p> <p>(c) by way of first fixed charge all plant and machinery (not charged by clause 4 1(a) or 4 1(b) of the Deed) and the benefit of all contracts, licences and warranties relating to the same,</p> <p>(d) by way of first fixed charge</p> <p>(1) all computers, vehicles, office equipment and other equipment (not charged by clause 4 1(c) of the Deed), and</p> <p>(11) the benefit of all contracts, licences and warranties relating to the same;</p> <p>(e) by way of first fixed charge</p> <p>(1) the Charged Securities referred to in part 2 of the schedule hereto (Details of Security Assets); and</p> <p>(11) all other Charged Securities (not charged by clause 4.1(e)(1) of the Deed),</p> <p>in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which the Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments,</p> <p>(f) by way of first fixed charge:</p> <p>(1) the Collection Accounts and all monies at any time standing to the credit of the Collection Accounts, and</p> <p>(11) all accounts of the Chargor with any bank, financial institution or other person at any time (not charged by clauses 4 1(f)(1) or 4.1(f)(11) of the Deed and all monies at any time standing to the credit of such accounts,</p> <p>in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account</p>	

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**Particulars of a mortgage or charge**

6	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>and all rights to repayment of any of the foregoing;</p> <p>(g) by way of first fixed charge</p> <p>(1) the Intellectual Property (if any) specified in part 4 of the schedule hereto (Details of Security Assets); and</p> <p>(11) all other Intellectual Property (if any) (not charged by clause 4.1 (g) (1) of the Deed),</p> <p>(h) to the extent that any Assigned Asset is not effectively assigned under clause 4.2 (Security assignments) of the Deed, by way of first fixed charge such Assigned Asset;</p> <p>(1) by way of first fixed charge (to the extent not otherwise charged or assigned in the Deed):</p> <p>(1) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of the Chargor or the use of any of its assets,</p> <p>(11) each Hedging Agreement and each other agreement supplementing or amending or replacing or novating the same, and all rights and remedies in connection with them and all proceeds and claims arising from them, and</p> <p>(111) any letter of credit issued in favour of the Chargor and all bills of exchange and other negotiable instruments held by it; and</p> <p>(j) by way of first fixed charge all of the goodwill and uncalled capital of the Chargor.</p> <p><b>2.2 Security assignments</b></p> <p>The Chargor assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to.</p> <p>(a) each of the following:</p> <p>(1) each present and future Key-man Policy,</p> <p>(11) all Insurances specified in part 5 of the schedule hereto (Details of Security Assets), and</p> <p>(111) all other Insurances (not assigned by clauses 4.2(a)(1) or 4.2(a)(11) of the Deed),</p> <p>and all claims under the Insurances and all proceeds of the Insurances; and</p> <p>(b) all other Receivables (not assigned under clauses 4.2(a) or 4.2(a)</p>	

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>of the Deed)</p> <p>To the extent that any Assigned Asset described in clause 4.2(a) of the Deed is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Chargor to any proceeds of such Insurances or Receivables.</p> <p><b>2.3 Assigned Assets</b></p> <p>The Lender is not obliged to take any steps necessary to preserve any Assigned Asset or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to the Deed</p> <p><b>3. FLOATING CHARGE</b></p> <p>The Chargor charged and agreed to charge by way of first floating charge all of its present and future:</p> <p>(a) assets and undertaking (wherever located) not otherwise effectively charged by way of fixed mortgage or charge or assigned pursuant to clause 4.1 (Fixed charges), clause 4.2 (Security assignments) or any other provision of the Deed; and</p> <p>(b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland.</p> <p><b>4. CONVERSION OF FLOATING CHARGE</b></p> <p><b>4.1 Conversion by notice</b></p> <p>The Lender may, by written notice to the Chargor, convert the floating charge created under the Deed into a fixed charge as regards all or any of the assets of the Chargor specified in the notice if:</p> <p>(a) an Enforcement Event has occurred and is continuing; or</p> <p>(b) the Lender (acting reasonably) considers any Security Assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.</p> <p><b>4.2 Small companies</b></p> <p>The floating charge created under the Deed by the Chargor 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 the Chargor</p> <p><b>4.3 Automatic conversion</b></p> <p>The floating charge created under the Deed shall (in addition to the circumstances in which the same will occur under general law)</p>	

6	Short particulars of all the property mortgaged or charged
Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>automatically convert into a fixed charge</p> <p>(a) in relation to any Security Asset which is subject to a floating charge if</p> <p>(1) the Chargor creates (or attempts or purports to create) any Security (other than a Permitted Security) on or over the relevant Security Asset without the prior written consent of the Lender, or</p> <p>(11) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset, and</p> <p>(b) over all Security Assets of the Chargor which are subject to a floating charge if an administrator is appointed in respect of the Chargor or the Lender receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986).</p> <p><b>4 4 Scottish property</b></p> <p>Clause 6 3 (Automatic conversion) of the Deed will not apply to any assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to section 72 of the Insolvency Act 1986 by reason of such automatic conversion.</p> <p><b>4 5 Partial conversion</b></p> <p>The giving of a notice by the Lender pursuant to clause 6 1 (Conversion by notice) of the Deed in relation to any class of assets of the Chargor shall not be construed as a waiver or abandonment of the rights of the Lender to serve similar notices in respect of any other class of assets or any other right of the Lender and/or the other Secured Parties.</p> <p><b>5. CONTINUING SECURITY</b></p> <p><b>5.1 Continuing security</b></p> <p>The Debenture Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. The Deed shall remain in full force and effect as a continuing security for the duration of the Security Period.</p> <p><b>5.2 Additional and separate security</b></p> <p>The Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which the Lender and/or any other Secured Party may at any time hold for any Secured Obligation</p> <p><b>5.3 Right to enforce</b></p> <p>The Deed may be enforced against the Chargor without the Lender and/or any</p>



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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	<p>other Secured Party first having recourse to any other right, remedy, guarantee or Security held by or available to it or any of them.</p> <p><b>6. LIABILITY OF CHARGORS RELATING TO SECURITY ASSETS</b></p> <p>Notwithstanding anything contained in the Deed or implied to the contrary, the Chargor remains liable to observe and perform all conditions and obligations assumed by it in relation to the Security Assets. The Lender is under no obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation.</p> <p><b>7 ACCOUNTS</b></p> <p>No monies at any time standing to the credit of any account (of any type and however designated) of the Chargor with the Lender or in which the Chargor has an interest (and no rights and benefits relating thereto) shall be capable of being assigned to any person other than the Lender</p> <p><b>8 UNDERTAKINGS BY THE CHARGORS</b></p> <p><b>8 1 Negative pledge and Disposals</b></p> <p>The Chargor shall not do or agree to do any of the following without the prior written consent of the Lender</p> <p>(a) create or permit to subsist any Security or Quasi-Security on any Security Asset other than as created by the Deed and except for a Permitted Security, or</p> <p>(b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not and whether voluntarily or involuntarily) the whole or any part of its interest in any Security Asset (except for a Permitted Disposal or a Permitted Transaction).</p> <p><b>8.2 Security Assets generally</b></p> <p>The Chargor shall:</p> <p>(a) not, except with the prior written consent of the Lender, enter into any onerous or restrictive obligation affecting any Security Assets (except as expressly permitted under the Facilities Agreement);</p> <p>(b) not do, cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any Security Asset (or make any omission which has such an effect).</p> <p><b>8.3 Real Property undertakings - maintenance</b></p> <p>(a) The Chargor shall not, except with the prior written consent of the</p>	

6	Short particulars of all the property mortgaged or charged	
Please give the short particulars of the property mortgaged or charged		
Short particulars	<p>Lender (or as expressly permitted under the Facilities Agreement):</p> <p>(1) confer on any person any lease or tenancy of any of the Real Property or accept a surrender of any lease or tenancy (whether independently or under any statutory power),</p> <p>(11) confer on any person any right or licence to occupy any land or buildings forming part of the Real Property, or</p> <p>(111) grant any licence to assign or sub-let any part of the Real Property</p> <p><b>8.4 Dealings with and realisation of Receivables and Collection Accounts</b></p> <p>The Chargor shall without prejudice to clause 11.1 (Negative pledge and Disposals) of the Deed (but in addition to the restrictions in that clause), not, without the prior written consent of the Lender, sell, assign, charge, factor or discount or in any other manner deal with any Receivable.</p> <p><b>8 5 Operation of Collection Accounts</b></p> <p>After the occurrence of an Enforcement Event, the Chargor shall not withdraw, attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in any Collection Account without the prior written consent of the Lender and the Lender shall be entitled (in its absolute discretion) to refuse to permit any such withdrawal or transfer</p> <p><b>9 ENFORCEMENT OF SECURITY</b></p> <p><b>9.1 No liability</b></p> <p>(a) Neither the Lender nor any other Secured Party shall be liable (A) in respect of all or any part of the Security Assets or (B) for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, its or his respective powers (unless such loss or damage is caused by its or his gross negligence or wilful misconduct).</p> <p>(b) Without prejudice to the generality of clause 14.6(a) of the Deed, neither the Lender nor any other Secured Party shall be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.</p> <p><b>10. SET-OFF</b></p> <p><b>10.1 Set-off rights</b></p> <p>(a) The Lender may (but shall not be obliged to) set off any obligation which is due and payable by the Chargor and unpaid (whether under the</p>	

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## Particulars of a mortgage or charge

6	<b>Short particulars of all the property mortgaged or charged</b>
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Finance Documents or which has been assigned to the Lender by any other Chargor) against any obligation (whether or not matured) owed by the Lender to such Chargor, regardless of the place of payment, booking branch or currency of either obligation.</p> <p>(b) At any time after the Debenture Security has become enforceable (and in addition to its rights under clause 18.1(a)), the Lender may (but shall not be obliged to) set-off any contingent liability owed by a Chargor under any Finance Document against any obligation (whether or not matured) owed by the Lender to the Chargor, regardless of the place of payment, booking branch or currency of either obligation.</p> <p>(c) If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.</p> <p>(d) If either obligation is unliquidated or unascertained, the Lender may set off in an amount estimated by it in good faith to be the amount of that obligation.</p> <p><b>10.2 Time deposits</b></p> <p>Without prejudice to clause 18.1 (Set-off) of the Deed, if any time deposit matures on any account which the Chargor has with the Lender at a time within the Security Period when.</p> <p>(a) the Debenture Security has become enforceable, and</p> <p>(b) no Secured Obligation is due and payable,</p> <p>such time deposit shall automatically be renewed for such further maturity as the Lender in its absolute discretion considers appropriate unless the Lender otherwise agrees in writing.</p> <p><b>11. FURTHER ASSURANCES</b></p> <p><b>11.1 Further action</b></p> <p>The Chargor shall (and the Parent shall procure that the Chargor shall) at its own expense, immediately do all acts and execute all documents as the Lender or a Receiver may reasonably specify (and in such form as the Lender or a Receiver may reasonably require) for:</p> <p>(a) creating, perfecting or protecting the Security intended to be created by the Deed or any other Transaction Security Document;</p> <p>(b) facilitating the realisation of any Security Asset,</p> <p>(c) facilitating the exercise of any rights, powers and remedies exercisable by the Lender or any Receiver or Delegate in respect of any Security Asset or provided by or pursuant to the Finance Documents or by</p>

6	Short particulars of all the property mortgaged or charged	
Please give the short particulars of the property mortgaged or charged		
Short particulars	<p>law; or</p> <p>(d) creating and perfecting Security in favour of the Lender over any property and assets of the Chargor located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be created by or pursuant to the Deed or any other Transaction Security Document</p> <p>This includes</p> <p>(1) the re-execution of the Deed or such Transaction Security Document,</p> <p>(11) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property, whether to the Lender or to its nominee; and</p> <p>(111) the giving of any notice, order or direction and the making of any filing or registration,</p> <p>which, in any such case, the Lender may think expedient</p> <p><b>11.2 Finance Documents</b></p> <p>The Chargor shall (and the Parent shall procure that each member of the Group shall) take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Lender or the Secured Parties by or pursuant to the Finance Documents.</p> <p><b>11 3 Specific security</b></p> <p>Without prejudice to the generality of clause 20.1 (Further action) of the Deed, the Chargor will immediately upon request by the Lender execute any document contemplated by that clause over any Security Asset which is subject to or intended to be subject to any fixed security under the Deed (including any fixed security arising or intended to arise pursuant to clause 6 (Conversion of floating charge) of the Deed).</p> <p><b>12. POWER OF ATTORNEY</b></p> <p>The Chargor, by way of security, irrevocably and severally appointed the Lender, each Receiver and any Delegate to be its attorney to take any action which the Chargor is obliged to take under the Deed, including under clause 20 (Further assurances) of the Deed. The Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.</p> <p><b>13. CHANGES TO THE PARTIES</b></p> <p><b>13.1 Chargors</b></p>	

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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	<p>The Chargor may not assign any of its rights or obligations under the Deed.</p> <p><b>13.2 Lender</b></p> <p>The Lender may assign or transfer all or any part of its rights under the Deed in accordance with the Facilities Agreement. The Chargor shall, immediately upon being requested to do so by the Lender, enter into such documents as may be necessary or desirable to effect such assignment or transfer.</p> <p><b>13.3 Accession Deed</b></p> <p>The Chargor</p> <p>(a) consented to new Subsidiaries of the Parent becoming Chargors as contemplated by the Finance Documents; and</p> <p>(b) irrevocably authorised the Parent to agree to and, if necessary, sign any duly completed Accession Deed as agent and attorney for and on behalf of the Chargor.</p> <p><b>14. MISCELLANEOUS</b></p> <p><b>14.1 Tacking</b></p> <p>(a) The Lender shall perform its obligations under the Facilities Agreement (including any obligation to make available further advances).</p> <p>(b) The Deed secures advances already made and further advances to be made.</p> <p><b>15. RELEASE</b></p> <p><b>15.1 Release</b></p> <p>Upon the expiry of the Security Period (but not otherwise) the Lender shall, at the request and cost of the Chargor, take whatever action is necessary to release or re-assign (without recourse or warranty) the Security Assets from the Security. Any such release shall be in the form set out in Schedule 6 (Form of Release) of the Deed or such other form as the Lender may agree.</p> <p><b>15.2 Reinstatement</b></p> <p>Where any discharge (whether in respect of the obligations of the Chargor or any security for those obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise (without limitation), the liability of the</p>	

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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

Chargor under the Deed shall continue as if the discharge or arrangement had not occurred The Lender may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

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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

#### NOTE

In this form:

**"Accession Deed"** means an accession deed substantially in the form set out in schedule 5 (Form of Accession Deed) of the Deed,

**"Assigned Assets"** means the Security Assets expressed to be assigned pursuant to clause 4.2 (Security assignments) of the Deed;

**"Authorisation"** means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration,

**"Charged Investments"** means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities;

**"Charged Securities"** means:

(a) the securities specified in part 2 of the schedule hereto (Details of Security Assets); and

(b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or **"investments"** (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at 21 June 2012) as at 21 June 2012 or in future owned (legally or beneficially) by a Chargor or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which such Chargor has an interest at any time;

**"Chargors"** means:

(a) the Original Chargors, and

(b) any other company which accedes to the Deed pursuant to an Accession Deed,

**"Collection Account"** has the meaning given to that term in clause 11.8(a) (iii) of the Deed;

**"Debenture Security"** means the Security created or evidenced by or pursuant to the Deed or any Accession Deed,

**"Delegate"** means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Lender or by a Receiver;

**"Enforcement Event"** means the Lender has by notice in writing under clause 27 17 of the Facilities Agreement to the Parent declared that the Deed has become enforceable,

**"Facilities Agreement"** means the senior revolving facility agreement dated 21 June 2012 and made between (1) Redstone plc as Parent, (2) the subsidiary of the Parent listed in part 1 schedule 1 to it, together with the Parent, as Original Borrowers, (3) the subsidiaries of the Parent

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## Particulars of a mortgage or charge

4	Amount secured	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p>listed in part 2 schedule 1 to it, together with the Parent, as Original Guarantors and (4) Barclays Bank plc as Lender, pursuant to which the Lender agreed to make a facility available to the Borrowers (as defined in the Facilities Agreement),</p> <p><b>"Finance Document"</b> means the Facilities Agreement, any Accession Deed, any Ancillary Document, any Compliance Certificate, any Fee Letter, any Hedging Agreement, any Resignation Letter, any Transaction Security Document, any Utilisation Request (each as defined in the Facilities Agreement) and any other document designated as a <b>"Finance Document"</b> by the Lender and the Parent;</p> <p><b>"Group"</b> means the Parent and each of its respective Subsidiaries for the time being (each a <b>"Group Company"</b>);</p> <p><b>"Hedging Agreement"</b> means.</p> <p>(a) the agreement in respect of an interest rate cap with double floor for an amount of £10m (non-amortising) which matures in September 2015 and which was executed with the Hedging Counterparty (as defined in the Facilities Agreement) pursuant to the terms of the Existing Barclays Facility (as defined in the Facilities Agreement), and</p> <p>(b) any master agreement, confirmation, schedule or other agreement in agreed form entered into or to be entered into by the Parent and the Lender for the purpose of hedging the types of liabilities and/or risks in relation to the Facilities (as defined in the Facilities Agreement);</p> <p><b>"Insurances"</b> means all policies of insurance (and all cover notes) which are at any time held by or written in favour of a Chargor, or in which a Chargor from time to time has an interest (including, without limitation</p> <p>(a) all present and future Key-man Policies; and</p> <p>(b) the policies of insurance (if any) specified in part 5 of the schedule hereto (Details of Security Assets)),</p> <p><b>"Intellectual Property"</b> means all legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of each Chargor in, or relating to</p> <p>(a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (which may as at 21 June 2012 or in the future subsist), whether registered or unregistered, and</p> <p>(b) the benefit of all applications and rights to use such assets of each Chargor (which may as at 21 June 2012 or in the future subsist),</p> <p>(including, without limitation, the intellectual property rights (if any)</p>	



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## Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>specified in part 4 of the schedule hereto (Details of Security Assets));</p> <p><b>"Key-man Policy"</b> means each policy of insurance, particulars of which are set out in part 6 of the schedule hereto (Details of Security Assets) as amended, supplemented or novated in any way from time to time together with each policy issued at any time in replacement or substitution of the policy referred to in part 6 of the schedule hereto (Details of Security Assets);</p> <p><b>"Original Chargors"</b> means the companies listed in schedule 1 to the Deed,</p> <p><b>"Parent"</b> means Redstone PLC with CRN:03336134,</p> <p><b>"Permitted Disposal"</b> has the meaning assigned to that term in the Facilities Agreement;</p> <p><b>"Permitted Security"</b> has the meaning assigned to that term in the Facilities Agreement,</p> <p><b>"Permitted Transaction"</b> has the meaning assigned to that term in the Facilities Agreement,</p> <p><b>"Quasi Security"</b> has the meaning assigned to that term in the Facilities Agreement,</p> <p><b>"Real Property"</b> means all estates and interests in freehold, leasehold and other immovable property (wherever situated) as at 21 June 2012 or in future belonging to any Chargor, or in which any Chargor has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in part 1 of the schedule hereto (Details of Security Assets)), together with</p> <p>(a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon,</p> <p>(b) all easements, rights and agreements in respect thereof; and</p> <p>(c) the benefit of all covenants given in respect thereof;</p> <p><b>"Receivables"</b> means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, any Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with</p> <p>(a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights); and</p>	

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## Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>(b) all proceeds of any of the foregoing,</p> <p><b>"Receiver"</b> means a receiver or receiver and manager or administrative receiver of the whole or any part of the Security Assets appointed by the Lender under the Deed;</p> <p><b>"Related Rights"</b> means, in relation to any Charged Security</p> <p>(a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition, and</p> <p>(b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;</p> <p><b>"Secured Parties"</b> means the Lender and any Receiver or Delegate;</p> <p><b>"Security"</b> means a mortgage, charge, pledge, lien, assignment or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,</p> <p><b>"Security Assets"</b> means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Deed,</p> <p><b>"Security Period"</b> means the period beginning 21 June 2012 and ending on the date on which</p> <p>(a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and</p> <p>(b) the Lender has no further commitment, obligation or liability under or pursuant to the Finance Documents,</p> <p><b>"Subsidiary"</b> means a subsidiary within the meaning of section 1159 of the Companies Act 2006 but for the purposes of section 1159(1) of the Companies Act 2006 a company shall be treated as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security or (b) its nominee,</p> <p><b>"Transaction Security Documents"</b> means</p> <p>(a) the security documents executed by members of the Group in favour of the Lender pursuant to the Existing Barclays Facility (as defined in the Facilities Agreement);</p> <p>(b) each of the documents listed as being a Transaction Security Document in paragraph 2(c) of part 1 of schedule 2 (Conditions precedent)</p>	

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## Particulars of a mortgage or charge

4

### Amount secured

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

Amount secured

of the Facilities Agreement (which documents shall not include any Security over the assets of the Irish Subsidiaries (as defined in the Facilities Agreement)); and

(c) any document required to be delivered to the Lender under paragraph 15 of part 2 of schedule 2 (Conditions precedent) of the Facilities Agreement,

together with any other document entered into by any Obligor (as defined in the Facilities Agreement) creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents.

### SCHEDULE

#### DETAILS OF SECURITY ASSETS

##### Part 1: Real Property

None as at 21 June 2012

##### Part 2 Charged Securities

Chargor	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
Redstone Converged Solutions Limited	Communica Group Limited	Ordinary £1	950,000	950,000

##### Part 3: Charged Accounts

##### Collection Accounts

The operating accounts of the Chargers held at Barclays Bank plc

##### Part 4 Intellectual Property

None as at 21 June 2012

##### Part 5. Insurances

None as at 21 June 2012

##### Part 6. Key-man Policies

None as at 21 June 2012

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Particulars of a mortgage or charge

4

## Amount secured

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

Amount secured



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

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

**COMPANY NO. 2027207  
CHARGE NO. 8**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A GROUP DEBENTURE DATED 21  
JUNE 2012 AND CREATED BY REDSTONE CONVERGED  
SOLUTIONS LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE COMPANY TO EACH PRESENT AND  
FUTURE SECURED PARTY ON ANY ACCOUNT WHATSOEVER  
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 29 JUNE 2012**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 JULY 2012**



*Companies House*  
— for the record —



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