

MG01

Particulars of a mortgage or charge



IRIS
LASERFORM

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
particulars of a charge for
company. To do this, please
use form MG01s

WEDNESDAY



A18

AV7BP077

13/10/2010

425

COMPANIES HOUSE

1

Company details

Company number

0 4 8 1 1 0 4 8

Company name in full

Displaylink (UK) Limited (the "Company")

6

For official use

→ Filing 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 /

d0 d5 m1 m0 y2 y0 y1 y0

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

Debenture made between the Company (1) and Venture Lending & Leasing V,
Inc ("VLL5") and Venture Lending & Leasing VI, Inc ("VLL6") (together the
"Lender") (the "Debenture")

4

Amount secured

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

Amount secured

All debts, obligations and liabilities of the Company to the Lender
currently existing or hereafter made, incurred or created under,
pursuant to or in connection with the Loan and Security Agreement or any
other Loan Document (other than any equity securities or agreements
relating thereto) including all monies covenanted to be paid under this
Debenture, whether voluntary or involuntary and however arising or
evidenced, whether direct or acquired by the Lender by assignment or
otherwise, whether due or not due, actual or contingent, liquidated or
unliquidated, determined or undetermined and whether owed jointly or
severally or alone in any other capacity whatsoever, and including
interest, discount, commission and other lawful charges, costs or
expenses (including the reasonable fees of its professional advisors)
which the Lender may in the course of its business charge or incur in
respect of any of those matters or for keeping the Company's account(s),
and so that interest shall be computed and compounded according to the
usual rates and practice of the Lender (or as otherwise agreed in
writing) after as well as before any demand made or judgment or decree
obtained under or in relation to this Debenture

(the "Secured Liabilities")

Continuation page

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

MG01**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 ☒ Venture Lending & Leasing V, Inc and
 Address 2010 North First Street, Suite 310, San Jose,
 CA 95131, USA

Postcode

Name ☒ Venture Lending & Leasing VI, Inc
 Address 2010 North First Street, Suite 310, San Jose
 CA 95131, USA (together the "Lender")

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 CHARGING PROVISIONS

(a) The Company with full title guarantee charged to the Lender as a continuing security for the payment or discharge of the Secured Liabilities

(1) by way of legal mortgage all estates or interests in the freehold and leasehold property described in the Schedule together with all present and future buildings, and fixtures (including trade and tenant's fixtures), which are at any time on or attached to the property,

(11) by way of first fixed charge

(A) all estates or interests in any freehold or leasehold property belonging to the Company now or at any time after the date of this Debenture (other than any property charged in terms of clause 2(a)(1) of the Debenture) together with all buildings, and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the property,

(B) all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use land,

(C) the benefit of all other agreements relating to land which the Company is or may become party to or otherwise entitled,

(D) all plant and machinery of the Company now or in the future attached to property which is charged by the foregoing provisions of this clause 2(a) of the Debenture,

(E) all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights, money or property of a capital nature at any time accruing or offered in relation to them, whether by way of bonus, consolidation, conversion, exchange, option, preference, return of capital or otherwise,

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- (F) all rights, money or property of an income nature at any time accruing or payable in relation to the stocks, shares and other securities charged by clause 2(a)(11)(E) of the Debenture, whether by way of dividend, distribution, interest or otherwise,
 - (G) all rights and interests in and claims under all insurance contracts or policies now or in the future held by or insuring to the benefit of the Company which relate to Fixed Charge Assets (including all money payable under such contracts and policies),
 - (H) all rights and interest and claims under all other insurance or assurance contracts or policies now or in the future held by or insuring to the benefit of the Company (including all money payable under them),
 - (I) all patents, utility models, registered and unregistered trade and service marks, rights in passing off, copyright, registered and unregistered rights in designs and database rights in each case now or in the future held by the Company (whether alone or jointly with others) anywhere in the world and including any extensions and renewals of, and any application for such rights,
 - (J) the benefit of all agreements and licences now or in the future entered into or enjoyed by the Company relating to the use or exploitation by or on behalf of the Company in any part of the world of any such rights as are referred to in clause 2(a)(11)(I) of the Debenture but owned by others,
 - (K) all the Company's rights now or in the future in relation to trade secrets, confidential information and know how in any part of the world,
 - (L) all present and future book debts of the Company,
 - (M) all other present and future debts or monetary claims of the Company against third parties (excluding those charged under clause 2(a)(11)(G) or 2(a)(11)(H) of the Debenture or arising on fluctuating accounts with other Group Companies),
 - (N) the benefit of all warranties, instruments, guarantees, charges, pledges, and other security and all other rights and remedies available to the Company in respect of any Fixed Charge Assets,
 - (O) all present and future bank accounts, cash at bank and credit balances of the Company (excluding those arising on fluctuating accounts) with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest) (except for the Permitted Security),
 - (P) all rights, money or property accruing or payable to the Company now or in the future under or by virtue of a Fixed Charge Asset except to the extent that such rights, money or property are for the time being effectively charged by fixed charge under the foregoing provisions of this clause 2(a) of the Debenture, and
 - (Q) all the Company's goodwill and uncalled capital for the time being,
- (111) by way of first floating charge all the Assets not effectively otherwise mortgaged, charged or assigned by clause 2 of the Debenture, (including, without limitation, any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in clause 2(a)(11)) of the Debenture
- (b) The Company with full title guarantee assigned as a continuing security for the payment or discharge of the Secured Liabilities in favour of the Lender

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(subject to the right of the Company to require the re-assignment of it upon payment or discharge in full of the Secured Liabilities)

- (1) all the right, title and interest of the Company in and to any interest rate hedging agreements now or in the future entered into with any person, and
- (11) (insofar as they are capable of being assigned by way of security) all the right, title and interest of the Company in and to any agreement to which the Company is a party except to the extent that it is subject to any fixed charge created under any other provisions of this Debenture,
- (c) To the extent that any such right, title and interest as is referred to in clause 2(b) of the Debenture is not assignable or capable of assignment, the assignment of it purported to be effected by such clause shall operate as an assignment of any and all compensation, damages, income, profit or rent which the Company may derive from it or be awarded or entitled to in respect of it, in each case as a continuing security for the payment or discharge in full of the Secured Liabilities
- (d) Any mortgage, fixed charge or other fixed security created by the Company in favour of the Lender shall have priority over the floating charge created by this Debenture, except insofar as the Lender shall declare otherwise whether at or after the time of creation of such fixed security
- (e) The Lender may at any time, by notice to the Company, immediately convert the floating charge created under clause 2(a)(11) of the Debenture into a fixed charge over any Assets specified in that notice and the floating charge will, without notice from the Lender, automatically be converted with immediate effect into a fixed charge
 - (1) in respect of any Assets which become subject to any step by any third party to take a fixed charge,
 - (11) in respect of any Assets which become subject to any step by any third party to levy any distress, attachment, execution or other legal process against them,
 - (111) in respect of all Assets charged under clause 2(a)(111) of the Debenture if and when the Company ceases to carry on business or to be a going concern,
 - (1v) in respect of all the Assets on the making of an order for the compulsory winding-up of the Company, on the convening of a meeting for the passing of a resolution for the voluntary winding-up of the Company or the taking of any steps (including, without limitation, the making of an application or the giving of any notice) by the Company or any other person for the appointment of an administrator in respect of the Company, and
 - (v) in respect of all the Assets charged under clause 2(a)(111) of the Debenture upon the occurrence of an Event of Default and for so long as such Event of Default is continuing
- (f) Clause 2(e) of the Debenture will not apply
 - (1) 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,
 - (11) solely by reason of the Company obtaining a moratorium or anything done with a view to obtaining a moratorium under the Schedule A1 of

the Insolvency Act 2000, and/or

(111) to the Permitted Security

(1) create or attempt to create or permit to subsist any right in security, mortgage, charge, lien (other than a Permitted Lien (as such term is defined in the Loan and Security Agreement)) or any encumbrance, trust agreement, declaration of trust or trust arising by operation of law over all or any Assets (except in favour of the Lender), or

(11) sell, transfer, assign, factor, lease or otherwise dispose of or part with possession in any way of all or any of its Assets (other than in terms of a Permitted Disposal), or

(111) in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset

(h) The Lender may apply to the Chief Land Registrar for a restriction to be entered on the Register of Title of all present and future registered freehold and leasehold property of the Company in the following terms

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of Venture Lending & Leasing V, Inc and Venture Lending & Leasing VI, Inc referred to in the Charges Register or, if appropriate, signed on behalf of such proprietor by its authorised signatory"

(1) The obligation on the part of the Lender to make further advances to the Company is deemed to be incorporated in this Debenture and the Company applies to the Chief Land Registrar for a note of such obligation to be entered on the Register of Title of all present and future registered freehold and leasehold property of the Company

(j) The Company will, immediately upon execution of this Debenture, deliver to the Lender (or as it shall direct) all certificates and other documents of title to the stocks, shares and other securities referred to in clause 2(a) (11)(E) above together with stock transfer forms in respect of the same executed in blank (except for the number and class of shares and the name of the transferor) and left undated. The Lender may at any time after the date of this Debenture complete the instruments of transfer on behalf of the Company in favour of itself or such other person as it shall select.

(k) The Company (at its own cost) will on demand in writing by the Lender execute and deliver in such form as the Lender may reasonably require

(1) a legal mortgage of any freehold or leasehold property of the Company which is not effectively charged by clause 2(a)(1) and of any freehold or leasehold property acquired by the Company after the date of this Debenture.

(11) a standard security or other fixed security over the Company's heritable freehold, leasehold or other property,

(111) a fixed charge or assignment in or by way of security of any Asset subject to a floating charge under clause 2(a)(111).

(iv) a chattel mortgage over such chattels, plant and machinery as the

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Please give the short particulars of the property mortgaged or charged

Short particulars

Lender may specify, and

- (v) a notice of any assignment of its right, title and interest in and to any of the agreements referred to in clause 2(b) above,

and the Company will execute such other deeds, documents, agreements and instruments and will otherwise do and concur in all such other acts or things as the Lender may deem necessary for perfecting, preserving or protecting the security created (or intended to be created) by this Debenture or for facilitating the realisation of the Assets or the exercise of any rights of the Lender under this Debenture

- (1) The Company shall

- (1) get in and realise all Receivables in the ordinary course of its business and hold the proceeds of the getting in and realisation upon trust for the Lender,

- (11) pay into any account which it holds with the Lender (or as the Lender may direct) all money which it receives in respect of any Receivables, and

- (111) if called upon to do so by the Lender execute a legal assignment of all or any of the Receivables to the Lender

- (m) If the Lender releases, waives, or postpones its rights in respect of any Receivables to enable the Company to factor or discount them to any third party (the "factor"), the charges created by this Debenture shall in all other respects remain in full force and effect, provided, however, that nothing herein shall be construed as the Lender having given its consent to permit the Company to factor or discount the Company's Receivables. All amounts becoming due to the Company from the factor and any Receivables re-assigned, or due to be re-assigned to the Company, shall be subject to the relevant fixed charge created by the Debenture, subject only to any defences or rights of set-off which the factor may have against the Company,

- (n) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the charges created by or pursuant to the Debenture

2 UNDERTAKINGS

Save to the extent that the provisions of this clause are inconsistent with or conflict with the terms of the Loan and Security Agreement and/or any facility letter entered into between (inter alia) the Company and the Lender from time to time, the Company will

- (a) not make any structural or material alteration to or to the user of any of its Properties or do or permit to be done anything which is a "development" within the meaning of the Town and Country Planning Acts from time to time (or any orders or regulations under such Acts) or do or permit to be done any act, matter or thing where to do so would have a material and adverse effect on the value of any of its Properties or on the marketability of any of such Properties,

- (b) not grant any lease of, part with possession or share occupation of, the whole or any part of any of its Properties or confer any licence, right or interest to occupy or grant any licence or permission to assign, under-let or part with possession of the same,

- (c) not vary, surrender, cancel or dispose of, or permit to be forfeit, any leasehold interest in any of its Properties,

- (d) not allow any person other than itself to be registered under the Land Registration Act 2002 as proprietor of any of its Properties (or any part of them) or create or permit to arise any overriding interest (as specified in

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Schedule 1 or Schedule 3 to the Land Registration Act 2002) affecting any such property,

- (e) not do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any of its Assets

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Definitions

"**Assets**" means the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company,

"**Business Day**" has the meaning given to such term in the Loan and Security Agreement,

"**Default Rate**" has the meaning given to such term in the Loan and Security Agreement,

"**Event of Default**" has the meaning given to such term in the Loan and Security Agreement or any event of default, or other similar term entitling the Lender to accelerate and demand repayment or enforce its rights, contained in any other document upon which Secured Liabilities are made available to the Company,

"**Financial Collateral**" shall have the meaning given to that expression in the Financial Collateral Regulations,

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

"**Fixed Charge Asset**" means an Asset for the time being comprised within a mortgage, fixed charge or assignment by way of security created by clause 2(a), 2(b), 2(c) of the Debenture or (with effect from the date of its creation) any security created pursuant to clause 2(k) of the Debenture,

"**Group**" means the Parent and each of its Subsidiaries and "**Group Company**" shall be construed accordingly,

"**Lender Group**" means the Lender, any subsidiary of the Lender, any holding company of the Lender and any subsidiary of any such holding company,

"**Loan and Security Agreement**" means the loan and security agreement dated on or around the date of the Debenture and made between the Company, as borrower, and each of Venture Lending and Leasing V, Inc and Venture Lending and Leasing V, Inc, as Lender, together with each Supplement thereto

"**Parent**" means DisplayLink Corp, a Washington corporation having its chief executive office at 480 S California Ave, Suite 304, Palo Alto, CA 94396, United States of America

"**Permitted Disposal**" means

- (a) the disposal of stock subject only to the floating charge created by clause 2(a) (iii) on an arm's length basis in the ordinary course of trading,
- (b) disposals of obsolete or redundant assets (other than Fixed Charge Assets, other Assets subject to a fixed charge or security in favour of the Lender and any other heritable or leased property in Scotland) which are no longer required for the business of any Group Company,
- (c) disposals of assets (other than Fixed Charge Assets, other Assets subject to a fixed charge or security in favour of the Lender and other heritable or leased property in Scotland) in exchange for replacement assets comparable or superior as to type, value and quality,

"**Permitted Security**" means the rent deposit deed dated 7 April 2008 granted by the Company in favour of Universities Superannuation Scheme Limited

"**Properties**" means at any time the freehold, heritable and leasehold properties of the Company at that time or any of them as the context requires,

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Please give the short particulars of the property mortgaged or charged

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"Receivables" means all sums of money now or in the future receivable by the Company which consist of or are derived from any Asset referred to in clauses 2(a)(i), 2(a)(ii), 2(b) or 2(c) of the Debenture or (with effect from the date of the creation of any such security) any Assets comprised in any security created pursuant to clause 2(k) of the Debenture,

"Security Financial Collateral Arrangements" shall have the meaning given to that expression in the Financial Collateral Regulations, and

"Subsidiary" means, in respect of any company, person or entity, any company, person or entity directly or indirectly controlled by such company, person or entity (including any Subsidiary acquired after the date of the Debenture) and **"Subsidiaries"** shall mean all or

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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

Nil

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 866)

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 870) 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 *Taylor Wessing LLP* X

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

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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 UAKG/UCYK

Company name Taylor Wessing LLP

Address 5 New Street Square

Post town London

County/Region

Postcode E C 4 A 3 T W

Country

DX 41 London London - Chancery Lane

Telephone +44 (0)207 300 7000



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 or email 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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4811048
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 5 OCTOBER
2010 AND CREATED BY DISPLAYLINK (UK) LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO VENTURE LENDING & LEASING V, INC AND
VENTURE LENDING & LEASING VI, INC 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 13
OCTOBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 OCTOBER
2010

D x



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES