

**Particulars of a mortgage or charge****395**

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

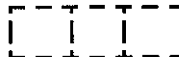
Pursuant to section 395 of the Companies Act 1985

140209/10

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

For official use

Company number



03419143

Name of company

\* RESEARCH INSTRUMENTS LIMITED ("Mortgagor")

Date of creation of the charge

10 June 2003

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

Legal Charge ("Charge")

Amount secured by the mortgage or charge

"Secured Liabilities" means all moneys obligations and liabilities whatsoever whether for principal interest or otherwise which may now or at any time in the future be due owing or incurred by the Mortgagor to the Agency under the Funding Agreement whether present or future actual or contingent and whether alone severally or jointly as principal guarantor surety or otherwise and in whatever name or style and whether on any current or other account or in any other manner whatsoever and including but without limitation all Expenses and so that interest shall be computed and compounded as well after as before any demand or judgement.

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

THE SOUTH WEST OF ENGLAND REGIONAL DEVELOPMENT AGENCY (a body corporate under the Regional Development Agencies Act 1998) of Sterling House, Dix's Field, Exeter, Devon, (the "Agency")

Postcode EX1 1QA

Presentor's name address and  
reference (if any):

Bevan Ashford Solicitors  
Curzon House, Southernhay  
West, Exeter, Devon, EX1  
1AB  
AFS

Time critical reference

AFS

For official Use  
Mortgage Section

Post room



A41  
COMPANIES HOUSE

0620  
25/06/03

Short particulars of all the property mortgaged or charged

The Mortgagor charges to the Agency with Full Title Guarantee as continuing security for the payment and discharge of the Secured liabilities (a) by way of first legal mortgage, the Property; (b) by way of first fixed charge:

- (i) all plant and machinery located upon the Charged Property and in all fixtures;
- (ii) any goodwill relating to the Charged Property;
- (iii) the benefit of all permissions of whatsoever nature and whether statutory or otherwise, held in connection with the Charged Property or the business located upon it and the right to recover and receive all compensation which may be payable to it in relation to the Charged Property;
- (iv) the benefit, to the extent vested in it, of all building contracts, professionals' appointments, guarantees, warranties and representations given or made by any building contractors, professional advisers, manufacturers, suppliers or installers of all plant, machinery, fixtures or fittings or any other person in relation to the Charged Property including all rights and remedies available to it against such persons

(c) by way of assignment, all of its right, title and interest in and to:

- (i) all Rental Income and any guarantee of any Rental Income contained in or relating to any Occupational Lease; and
- (ii) all its rights under the Insurances.

Provided that nothing in this clause shall constitute the Agency as a mortgagee in possession. ("Charged Property")

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

Signed

*Bevern Ashford*

Date

*24 June 2003*

On behalf of ~~[company]~~ [mortgagee/chargee]

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

† delete as appropriate

**Notes**

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

CHFP025

# Particulars of a mortgage or charge (continued)

Please do not  
write in this  
binding margin

Continuation sheet No \_\_\_\_\_  
to Form No 395 and 410 (Scot)

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

Company Number

03419143

Name of Company

RESEARCH INSTRUMENTS LIMITED ("Mortgagor")

Limited\*

\* delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

"Charge" means this legal charge and includes any instrument supplemental to or which is expressed to be collateral or entered into pursuant to or in accordance with the terms of this legal charge.

"Encumbrance" means any mortgage charge pledge lien assignment hypothecation security interest preferential right or trust arrangement or other encumbrance security agreement or arrangement of any kind or any right conferring a priority of payment.

"Expenses" means all interest commission fees and legal and other costs charges and expenses which the Agency or any Receiver may charge or incur in relation to the Mortgagor or this Charge and the preparation negotiation and creation of this Charge and/or in relation to the Charged Property and/or breach of any provision of, and the protection realisation or enforcement of, this Charge in each case on a full indemnity basis.

"Full Title Guarantee" has the meaning ascribed by the Law of Property (Miscellaneous Provisions) Act 1994.

"Funding Agreement" means the funding agreement entered into on or about the date hereof between the Lender and the Mortgagor.

"Occupational Lease" means any agreement for lease, lease, sub-lease, tenancy, overriding lease or occupational arrangement to which the Charged Property may be subject from time to time and, if the Mortgagor itself has a leasehold interest in the Property, includes, where the context admits, the lease subject to which it holds the Property.

"Premises" means any building or other edifice on the Property.

"Property" means the freehold property known as Plot 4 Bickland Industrial Park.

"Receiver" means a receiver, administrator and/or manager or (if the Agency so specifies in the relevant appointment) a receiver, in either case, appointed under this charge or pursuant to any statute.

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

CHFP025

**Particulars of a mortgage or charge  
(continued)**Please do not  
write in this  
binding marginContinuation sheet No \_\_\_\_\_  
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Company Number

03419143

Name of Company

RESEARCH INSTRUMENTS LIMITED

Limited\*

\* delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

"Rental Income" means the gross rents licence fees and other moneys receivable now or at any time by the Mortgagor in respect of or arising out of any Occupational Lease or otherwise without limitation derived by the Mortgagor from the Charged Property or otherwise paid to or received by the Mortgagor in respect of the Charged Property (including without limitation all mesne profits) but save for insurance premium payments or service charges or the like.

"Sales Proceeds" means any and all sums (other than Rental Income) payable to the Mortgagor (or to any sub-lessee), whether by purchasers or others, upon the disposal (whether by transfer, assignment or otherwise) of, or the grant or creation of any interest in, the Charged Property or any part of it, and including, (a) any other sums of a capital nature derived from the Charged Property or any dealing with it, and (b) any compensation or damages received by the Mortgagor for any use or disturbance, blight or compulsory purchase affecting the Charged Property or any part of it or otherwise in relation to the Charged Property, in each case after deduction of all reasonable costs and expenses directly and properly incurred in connection with such disposal, grant or creation.

**Restrictions**

The Mortgagor shall not without the prior written consent of the Agency:

(a) create or permit to subsist or arise any Encumbrance or any right or option on the Charged Property or any part of it. Subject as aforesaid, any mortgage of or charge on the Charged Property created by the Mortgagor (other than in favour of the Agency) shall be expressed to be subject to this Charge;

(b) sell, convey, assign or transfer the Charged Property or any interest in or otherwise part with or dispose of the Charged Property or assign or otherwise dispose of any moneys payable to the Mortgagor in relation to the Charged Property or agree to do any of the foregoing;

(c) exercise any of the powers of leasing or agreeing to lease vested in or conferred on mortgagors by common law or by statute or accept the surrender of any lease, underlease or tenancy or agree to do any of the foregoing;

(d) part with or share possession or occupation of the Charged Property or any part of it or grant any tenancy or licence to occupy the Charged Property or agree to do any of the foregoing.

Please complete  
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bold block lettering

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03419143

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 10th JUNE 2003 AND CREATED BY RESEARCH INSTRUMENTS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE SOUTH WEST OF ENGLAND REGIONAL DEVELOPMENT AGENCY ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 25th JUNE 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27th JUNE 2003.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —