

MG01

Particulars of a mortgage or charge

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

WEDNESDAY



\*A165Z37Z\*

A23

04/04/2012

#274

COMPANIES HOUSE

1

**Company details**

Company number

0 2 7 9 6 8 3 7

Company name in full

HUNTINGDON CONSULTING ENGINEERS LIMITED (the "Chargor")

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 d5 m0 m3 y2 y0 y1 y2

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 dated 15 March 2012 (the "Debenture") between, inter alia, the  
Chargor and the U.S. Bank National Association as collateral trustee for  
the Secured Parties (as defined in the attached continuation pages).

4

**Amount secured**

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

Amount secured

See attached continuation sheet.

**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 US BANK NATIONAL ASSOCIATION ("Collateral Trustee")

Address 633 West Fifth Street, 24th Floor

Los Angeles, CA 90071 USA

Postcode

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 See attached continuation sheet

# MG01

## 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

### 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 

X

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

# MG01

## Particulars of a mortgage or 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

Company name

Address

Post town

County/Region

Postcode

Country

DX

Telephone



### 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)**

# MG01 - continuation page

## Particulars of a mortgage or charge

4

### Amount secured

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

Amount secured

The principal, interest (including any interest accruing subsequent to the filing of a petition in bankruptcy, reorganization or similar proceeding at the rate provided for in the documentation with respect thereto, whether or not such interest is an allowed claim under applicable state, federal or foreign law), premiums, penalties, fees, indemnifications, reimbursements (including, without limitation, reimbursement obligations with respect to letters of credit and banker's acceptances), damages and other liabilities, and guarantees of payment of such principal, interest, premiums, penalties, fees, indemnifications, reimbursements, damages and other liabilities, payable under the documentation governing any Indebtedness.

(the "Secured Obligations")

#### Definitions

**"Capital Lease Obligation"** means, at the time any determination is to be made, the amount of the liability in respect of a capital lease that would at that time be required to be capitalised on a balance sheet prepared in accordance with GAAP, and the Stated Maturity thereof shall be the date of the last payment of rent or any other amount due under such lease prior to the first date upon which such lease may be prepaid by the lessee without payment of a penalty, provided, however, that any obligations relating to a lease that was accounted for by BPAL Holdings as an operating lease as of the Issue Date and any similar lease entered into after the Issue Date shall be accounted for as an operating lease and not a Capital Lease Obligation for all purposes under the Indenture.

**"Hedging Obligations"** means, with respect to any specified Person, the obligations of such Person under

- (1) interest rate swap agreements (whether from fixed to floating or from floating to fixed), interest rate cap agreements and interest rate collar agreements;
- (2) other agreements or arrangements designed to manage interest rates or interest rate risk; and
- (3) other agreements or arrangements designed to protect such Person against fluctuations in currency exchange rates or commodity prices.

**"Indebtedness"** means, with respect to any specified Person, any indebtedness of such Person (excluding accrued expenses and trade payables), whether or not contingent:

- (1) in respect of borrowed money,
- (2) evidenced by bonds, notes, debentures or similar instruments or letters of credit (or reimbursement agreements in respect thereof);
- (3) in respect of banker's acceptances,
- (4) representing Capital Lease Obligations,
- (5) representing the balance deferred and unpaid of the purchase price of any property or services due more than six months after such property is acquired or such services are completed (other than trade payables or other accounts payable incurred in the ordinary course of such Person's business), or
- (6) representing net obligations under any Hedging Obligations, if and to the extent any of the preceding items (other than letters of credit and Hedging

# MG01 - continuation page

## Particulars of a mortgage or charge

<b>4</b>	<b>Amount secured</b>	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>Obligations) would appear as a liability upon a balance sheet (excluding the footnotes thereto) of the specified Person prepared in accordance with GAAP. In addition, the term "Indebtedness" includes all Indebtedness of others secured by a Lien on any asset of the specified Person (whether or not such Indebtedness is assumed by the specified Person) and, to the extent not otherwise included, the Guarantee by the specified Person of any Indebtedness of any other Person</p> <p>Notwithstanding anything herein to the contrary, the term "Indebtedness" shall not include any obligations of such Person with respect to (A) the prepayment to such Person of fees invoiced to its customers in advance, (B) Obligations under or in respect of a Receivables Financing, (C) any operating lease to which such Person is a party or (D) any obligations with respect to any pension plan to which such Person contributes or has contributed and that is subject to the laws of England and Wales</p> <p><b>"Person"</b> means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organisation, limited liability company or government or other entity</p>	

# MG01 - continuation page

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><b>1. GRANT OF SECURITY</b></p> <p><b>1.1 Fixed Charges</b></p> <p>The Chargor with full title guarantee agrees to charge in favour of the Collateral Trustee (as collateral trustee for the Secured Parties) as continuing security for the payment, discharge and performance of the Secured Obligations, by way of fixed charge, all such Chargor's right, title and interest from time to time in and to each of the following assets</p> <ul style="list-style-type: none"> <li>a. by way of legal mortgage, all Real Property,</li> <li>b. by way of fixed charge, <ul style="list-style-type: none"> <li>i. (to the extent the same is not subject to a mortgage under Clause 3 1(a)) the Real Property,</li> <li>ii. all Tangible Moveable Property,</li> <li>iii. all Intellectual Property;</li> <li>iv. any goodwill and rights in relation to the uncalled capital of such Chargor,</li> <li>v. all Shares and all Derivative Rights,</li> <li>vi. all Investments;</li> <li>vii. all Bank Accounts,</li> <li>viii. each Insurance Policy and all Related Rights (other than any Insurance Policy which is otherwise subject to an assignment (at law or equity) pursuant to the Debenture),</li> <li>ix. all Licences,</li> <li>x. all bills of exchange and other negotiable instruments held by it,</li> <li>xi. any beneficial interest, claim or entitlement it may have in any pension fund, and</li> <li>xii. all claims, causes and rights of action and all judgements arising under or in connection with any of the foregoing</li> </ul> </li> </ul> <p><b>1.2 Assignments</b></p> <p>The Chargor agrees to assign absolutely with full title guarantee to the Collateral Trustee (as collateral trustee for the Secured Parties) as security for the payment and discharge of the Secured Obligations all such Chargor's right, title and interest from time to time in and to the proceeds of the Insurance Policies and all Related Rights.</p> <p><b>1.3 Floating Charge</b></p> <p>The Chargor with full title guarantee agrees to charge in favour of the Collateral Trustee (as collateral trustee for the Secured Parties) as continuing security for the payment, discharge and performance of the Secured Obligations, by way of floating charge, the whole of the Chargor's undertaking and all its property, assets and rights, whatsoever and wheresoever, both present and future, including any assets validly and effectively charged by way of fixed security pursuant to Clause 1 1 (Fixed Charges) or assigned by way of security pursuant to Clause 1.2 (Assignments)</p> <p><b>1.4 Excluded Assets</b></p> <p>Other than in respect of Existing Material Real Property, notwithstanding anything herein to the contrary, in no event shall the security interest granted under Clauses 1 1 to 1 3 hereof attach to, nor shall the Secured Property include, any of the following (the "Excluded Assets")</p>	

# MG01 - continuation page

## 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>a any asset or property right of the Chargor of any nature</p> <ol style="list-style-type: none"> <li>i. if the grant of a security interest therein shall constitute or result in (i) the abandonment, invalidation or unenforceability of such asset or property right of the Chargor or loss of use of such asset or property right or (ii) a breach, termination or default under, or requires the consent of any third party (not including BPAL Holdings, Inc or any of its affiliates) under, any lease, license, contract or agreement to which such Chargor is a party,</li> <li>ii. to the extent that any applicable law or regulation prohibits the creation of a security interest therein (other than to the extent that any such law would be rendered ineffective pursuant to any other applicable law),</li> </ol> <p>provided, however, that such lease, license, contract, other agreement, asset or property right will become subject to a security interest granted under Clauses 1.1 to 1.3 hereof immediately and automatically at such time as the condition causing such abandonment, invalidation, unenforceability, breach, termination, default or prohibition is remedied or otherwise becomes ineffective and, to the extent severable, any portion of such lease, license, contract, other agreement, asset or property right that does not result in any of the consequences specified in clauses (a) and (b) above will be subject to the security granted under Clauses 1.1 to 1.3 hereof,</p> <p>b any applications for Trademarks filed in the United States Patent and Trademark Office ("PTO") pursuant to 15 U.S.C. § 1051 Section 1(b) unless and until evidence of use of the mark in interstate commerce is submitted to, and accepted by, the PTO pursuant to 15 U.S.C. § 1051 Section 1(c) or Section 1(d),</p> <p>c. assets owned by the Chargor that are subject to a finance lease or purchase money obligation or assets subject to Liens existing at the time such assets are acquired by the Chargor (provided that if only a portion of an acquired asset is subject to an existing Lien, the unencumbered portion of such asset will be subject to a security interest granted under Clauses 1.1 to 1.3 hereof), in each case permitted to be incurred under the Indenture if the contract or other agreement in which such Lien is granted prohibits the creation of any other Lien on such assets, but only for so long as such prohibition is in effect and only with respect to the portion of such assets and the proceeds thereof as to which such other Lien attaches and such prohibition applies,</p> <p>d owned real property having a Fair Market Value of less than \$5.0 million in the aggregate at any time outstanding and any leasehold rights and interests in real property located in the United States and any leasehold rights and interests in real property located in the United Kingdom (i) having a Fair Market Value of less than \$5.0 million in the aggregate at any time, (ii) having a lease term of seven years or less, or (iii) to the extent that, after the use of commercially reasonable efforts by the Chargor, a security interest therein cannot be granted and perfected (including landlord waivers, estoppels and collateral access letters),</p> <p>e. any property or assets the creation or perfection of pledges of, or security interests in, which would result in material adverse tax consequences to the Chargor, as reasonably</p>



# MG01 - continuation page

## 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>determined by BPAL Holdings, Inc ;</p> <p>f assets as to which BPAL Holdings, Inc determines in writing the burden or cost of obtaining such a security interest or perfection thereof outweighs the benefit of the security to be afforded thereby, and</p> <p>g proceeds and products of any and all of the foregoing excluded assets described in clauses (a) through (f) above only to the extent such proceeds and products would constitute property or assets of the type described in clauses (a) through (f) above</p> <p><b>2. UNDERTAKINGS</b></p> <p><b>2.1 Negative Pledge</b></p> <p>The Chargor shall not create or permit to subsist any Lien (other than a Permitted Lien) over all or any part of the Secured Property without the prior written consent of the Collateral Trustee or as permitted pursuant to the Indenture</p> <p><b>2.2 Disposals</b></p> <p>The Chargor shall, unless prohibited by the Indenture be entitled to :</p> <p>a enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, license, transfer, assign, convey or otherwise dispose of or deal with any Secured Property, or</p> <p>b without limiting and in addition to paragraph (a) above:</p> <p>i execute any conveyance, transfer, assignment or other disposition of all or any part of its Secured Property or create any legal or equitable estate or other interest in, or over, or otherwise relating to, such Secured Property,</p> <p>ii grant (whether in exercise, or independently, of any statutory power) any lease or tenancy of all or any part of its Secured Property or grant any licence, consent or other right to occupy such Secured Property or otherwise part with possession of such Secured Property;</p> <p>iii allow any person any right to use all or any part of its Secured Property which in any case may adversely affect the value of any of the Secured Property or the ability of the Collateral Trustee to exercise any of the Collateral Rights;</p> <p>iv grant any exclusive registered user agreement or exclusive licence in relation to any of its Intellectual Property;</p> <p>v transfer, assign or otherwise dispose of all or any part of its Bank Accounts (and no right, title or interest in relation to any such Bank Account maintained with the Collateral Trustee, or the credit balance standing to</p>	

# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="336 365 1046 398">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="619 461 1485 495">any such Bank Account, shall be capable of assignment or other disposal),</p> <p data-bbox="572 521 1501 584">vi sell, factor, discount, transfer, assign or otherwise dispose of all or any part of its Receivables,</p> <p data-bbox="572 611 1257 645">vii lend any of its Shares or Investments to any person, or</p> <p data-bbox="572 672 1118 705">viii. agree or purport to do any of the foregoing</p> <p data-bbox="381 732 734 766"><b>2.3 No Prejudice to Security</b></p> <p data-bbox="437 792 1501 952">The Chargor shall not do, or omit to be done, or cause or permit to be done, or omitted to be done, anything, other than as permitted pursuant to the terms of the Finance Document, which may in any way materially depreciate, jeopardise or otherwise prejudice the value to the Collateral Trustee of the security created or expressed to be created by the Debenture or the Collateral Rights.</p> <p data-bbox="381 978 512 1012"><b>2.4 Access</b></p> <p data-bbox="437 1039 1501 1102">The Chargor shall permit the Collateral Trustee and any person nominated by it at all reasonable times to enter upon any part of its Secured Property and view the state of it</p> <p data-bbox="381 1128 647 1162"><b>2.5 Power to Remedy</b></p> <p data-bbox="483 1189 1501 1341">a If the Chargor fails to comply with any of the undertakings set out in Clauses 9 (<i>Shares and Investments</i>) to 14 (<i>Intellectual Property</i>) (inclusive) of the Debenture, the Chargor shall permit (and irrevocably authorise) the Collateral Trustee and/or such persons as the Collateral Trustee may nominate to take such action on behalf of such Chargor as shall be necessary to ensure that such undertakings are complied with</p> <p data-bbox="483 1368 1501 1585">b The Chargor shall promptly indemnify the Collateral Trustee against any loss, cost or liability incurred by it or any of its officers, employees, agents and attorneys as a result of any breach by the Chargor of any of the undertakings set out in Clauses 9 (<i>Shares and Investments</i>) to 14 (<i>Intellectual Property</i>) (inclusive) of the Debenture or as a result of, or in connection with, the exercise or purported exercise of any of the rights and powers conferred on the Collateral Trustee by paragraph (a) above on the terms set forth in the Indenture</p> <p data-bbox="437 1612 1501 1677">The exercise by the Collateral Trustee of any of its rights under this paragraph 2 5 shall not make it liable to account as a mortgagee in possession</p> <p data-bbox="328 1704 707 1738"><b>3. FURTHER ASSURANCE</b></p> <p data-bbox="376 1765 769 1798"><b>3.1 General Further Assurance</b></p> <p data-bbox="376 1825 1501 1984">The Chargor shall promptly and at its own expense execute all such documents (including assignments, transfers, conveyances, mortgages or assurances (whether in favour of the Collateral Trustee or any of its nominees)) and do all such acts and things (including making any filings or registrations and/or giving any notices, orders, directions or instructions) as the Collateral Trustee may reasonably require (and in such form and substance as the Collateral</p>

# MG01 - continuation page

## 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>Trustee may reasonably require)</p> <ul style="list-style-type: none"> <li>a to perfect or protect the security created (or intended to be created) by such Chargor pursuant to the Debenture (including, without limitation, the execution by such Chargor of a mortgage, charge or other document over all or any of the assets constituting (or intended to constitute) Secured Property of such Chargor) and/or to perfect or protect the priority of such security,</li> <li>b. to facilitate the realisation of the Secured Property of such Chargor; and/or</li> <li>c to exercise the Collateral Rights.</li> </ul> <p><u>Definitions</u></p> <p>“<b>Bank Accounts</b>” means any Bank Account specified in Schedule 3 (<i>Details of Bank Accounts</i>) of the Debenture and any other bank account opened or maintained by the Chargor with any bank or financial institution and all Related Rights, including all credit balances now or at any time in future on such account, all debt from time to time represented by such credit balances and all other rights accruing or arising in relation to such account</p> <p>“<b>Collateral Rights</b>” means all rights, powers and remedies of the Collateral Trustee provided by or pursuant to the Debenture or by law</p> <p>“<b>Derivative Rights</b>” means, in relation to any Shares or Investments, as the case may be:</p> <ul style="list-style-type: none"> <li>(a) all dividends, interest, distributions and other income paid or payable on or in respect of those Shares or Investments,</li> <li>(b) all stocks, shares, securities or other property derived from those Shares or Investments,</li> <li>(c) all other allotments, accretions, rights, benefits and advantages of any kind accruing, offered or otherwise derived from or incidental to those Shares or Investments (whether by way of redemption, bonus, preference, option, substitution, conversion, exchange or otherwise), and</li> <li>(d) all other Related Rights in relation to those Shares or Investments</li> </ul> <p>“<b>Group</b>” means Life Sciences Research Inc and its subsidiaries and undertakings from time to time, including the Issuer and the Guarantors</p> <p>“<b>Insurance Policies</b>” means any contracts and policies of insurance or indemnity in which the Chargor may from time to time have an interest (including any of the same specified to in Schedule 8 (<i>Details of Insurance Policies</i>)) and all Related Rights (but excluding any contract of insurance which is a third party liability contract of insurance)</p> <p>“<b>Intellectual Property</b>” means any know-how, patents, trade marks, service marks, designs, trade names, business names, utility models, copyrights, design rights, moral rights, inventions, rights in confidential information, topographical, database rights, computer software and any other intellectual property rights and interests, whether registered or unregistered (including any of the same specified in Schedule 3 (<i>Details of Intellectual Property</i>) of the Debenture), together with the benefit of all rights to use or exploit any such assets subsisting anywhere in the world in any of the</p>	

# MG01 - continuation page

## Particulars of a mortgage or charge

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	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>foregoing (including any licences and sub-licences), all applications, and all rights to apply, for any such assets and all other Related Rights</p> <p><b>“Investments” means</b></p> <ul style="list-style-type: none"> <li>(a) securities and investments of any kind (including shares, stock, deeds, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit) (but not including the Shares),</li> <li>(b) warrants, options or other rights to subscribe for, purchase or otherwise acquire any securities and investments, and</li> <li>(c) any other assets falling within any paragraph in Part II of Schedule 2 to the Financial Services and Markets Act 2000 as in force at the date hereof,</li> </ul> <p>whether in bearer or registered form and all other interests in any person owned or held by the Chargor now or in the future (including any of the same specified in Schedule 6 of the Debenture (<i>Details of Investments</i>)) and all Derivative Rights, whether any of the same are held directly by or to the order of the Chargor or are deposited with or registered in the name of any trustee, fiduciary, depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee on behalf of the Chargor (in each case whether or not on a fungible basis) or whether the same have been delivered to or to the order of the Collateral Trustee (or any of its nominees)</p> <p><b>“Licences” means</b> any licences, consents and authorisations (statutory or otherwise) relating to the business of the Chargor or the use of any Secured Property (including any of the same specified in Schedule 7 of the Debenture (<i>Details of Licences</i>)), together with all rights to recover and/or receive all compensation which may be payable to the Chargor in respect of any such licences, consents or authorisations and all other Related Rights.</p> <p><b>“Real Property” means:</b></p> <ul style="list-style-type: none"> <li>(a) any freehold, leasehold or immovable property from time to time in England and Wales (including the freehold and/or leasehold property specified in Schedule 2 of the Debenture(<i>Details of Real Property</i>)),</li> <li>(b) any buildings and Fixtures (including construction work in progress) from time to time situated on or forming part of such freehold, leasehold or immovable property; and</li> <li>(c) any land and other immovable property in the United States of America,</li> </ul> <p>in each case together with all Related Rights, but excluding any such Real Property and/or Related Rights constituting Excluded Assets.</p> <p><b>“Receivables” means</b> any book debts, other debts, receivables and monetary claims of any nature whatsoever (other than those represented by the Bank Accounts) owing to the Chargor and any proceeds, rights, securities or guarantees in respect thereof (including any claims or sums of money deriving from or relating to any Intellectual Property, any Investments, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Chargor is a party and any other assets or undertaking of the Chargor) and all Related Rights</p>

# MG01 - continuation page

## Particulars of a mortgage or charge

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>"Related Rights"</b> means, in relation to any asset</p> <ul style="list-style-type: none"> <li>(a) the proceeds of sale of any part of that asset,</li> <li>(b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,</li> <li>(c) all rights, benefits, claims, contracts, warranties, covenants for title, negotiable and non-negotiable instruments, guarantees, indemnities, security, liens, reservation of proprietary rights, rights of tracing or remedies in respect of that asset and all rights from time to time acquired, attached or appurtenant to any of the foregoing, and</li> <li>(d) any monies and proceeds paid or payable in respect of that asset</li> </ul> <p><b>"Secured Parties"</b> means the Collateral Trustee, the Trustee and the Holders</p> <p><b>"Secured Property"</b> means all the assets, rights and undertaking of the Chargor which from time to time are the subject of the security created or expressed to be created in favour of the Collateral Trustee by or pursuant to the Debenture (and references to the Secured Property shall include references to any part of it).</p> <p><b>"Shares"</b> means all shares in the capital of any member of the Group, or any other person held by, to the order of, or on behalf of, the Chargor at any time now or in the future (including any of the same specified in Schedule 2 of the Debenture (<i>Details of Shares</i>))</p> <p><b>"Tangible Moveable Property"</b> means any plant, machinery, office equipment, computers, vehicles and other chattels and all Related Rights.</p>	



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

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

COMPANY NO. 2796837  
CHARGE NO. 5

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 15 MARCH  
2012 AND CREATED BY HUNTINGDON CONSULTING  
ENGINEERS LIMITED FOR SECURING ALL SUMS DUE OR TO  
BECOME DUE 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 4 APRIL 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 APRIL 2012

