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COMPANIES FORM No. 395

100306/13

Particulars of a mortgage or charge

395

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHFP025

Please do not write in this margin

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

*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

6111

03648720

Name of company

ELECTRONIC LIMITED MOTION SYSTEMS
UK LTD

Date of creation of the charge

3RD JUNE 2009

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

DEBENTURE

Amount secured by the mortgage or charge

ELECTRONIC MOTION SYSTEMS (UK) Limited ("the Obligor"), as principal obligor and not merely as surety, covenants in favour of Centric that it will pay and discharge the Secured Obligations from time to time when they fall due.

"Secured Obligations" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of the Obligor to Centric under or pursuant to any Finance Document (including all monies covenanted to be paid under this Deed), provided that no obligation or liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, this Deed (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985.

Any amount which is not paid under the Debenture when due shall bear interest (both before and after judgment and payable on demand) from the due date until the date on which such amount is unconditionally and irrevocably paid and discharged in full on a daily basis at the rate and in the manner agreed in the Finance Document under which such amount is payable and in the absence of such agreement, at the Interest Rate from time to time.

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

Centric SPV 1 Limited of Studio 4, 114 Power Road, London
Postcode W4 5PY

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

Centric SPV 1 Limited
Studio 4
114 Power Road
London
W4 5PY

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

FRIDAY



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A06

12/06/2009

295

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

4.1 The Obligor charges and agrees 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 fixed charge:
 - (i) all Real Property;
 - (ii) all licences to enter upon or use land and the benefit of all other agreements relating to land; and
 - (iii) the proceeds of sale of all Real Property;
- (b) by way of first fixed charge:
 - (i) all computers, vehicles, office equipment and other equipment; and
 - (ii) the benefit of all contracts, licences and warranties relating to the same;

(Cont'd... see rider annexed)

Please do not write in this margin

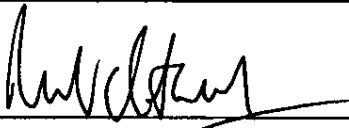
Please complete legibly, preferably in black type, or bold block lettering

(No Fixed No P/m)

Particulars as to commission allowance or discount (note 3)

NIL

Signed



Date

3/6/2009

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

A fee 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Rider

- (c) by way of first fixed charge all Securities;
 - (d) by way of first fixed charge all Non-Vesting Domestic Debts and their proceeds now or in the future owing to the Obligor;
 - (e) by way of first fixed charge all Related Rights relating to any Non-Vesting Domestic Debts;
 - (f) by way of first fixed charge all Non-Vesting Export Debts and their proceeds now or in the future owing to the Obligor;
 - (g) by way of first fixed charge all Related Rights relating to any Non-Vesting Export Debts;
 - (h) by way of first fixed charge all Other Proceeds;
 - (i) by way of first fixed charge all Intellectual Property;
 - (j) to the extent that any Assigned Asset is not effectively assigned under clause 5.2 (Security assignments), by way of first fixed charge, such Assigned Asset;
 - (k) by way of first fixed charge (to the extent not otherwise charged or assigned in this Deed):
 - (i) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of the Obligor or the use of any of its assets; and
 - (ii) any letter of credit issued in favour of the Obligor and all bills of exchange and other negotiable instruments held by it;
 - (l) by way of first fixed charge all of the goodwill and uncalled capital of the Obligor;
- 4.2 The Obligor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all its present and future right, title and interest in and to:
- (a) the Insurances, all claims under the Insurances and all proceeds of the Insurances; and
 - (b) Other Receivables not assigned under clause 4.2(a) above.
- To the extent that any Assigned Asset described in clauses 4.2(a) and 4.2(b) 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 Obligor to any proceeds of an Assigned Asset.
5. The Obligor charges and agrees to charge by way of first floating charge all of its present and future:
- (a) assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 4.1 (Fixed charges), clause 4.2 (Security assignments) or any other provision of this Deed; and
 - (b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland.



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 3648720
CHARGE NO. 6

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 3 JUNE 2009
AND CREATED BY ELECTRONIC MOTION SYSTEMS UK
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO CENTRIC SPV 1 LIMITED
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 12 JUNE 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 JUNE 2009

R. Angel



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES