

Particulars of a mortgage or charge

395

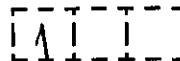
A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



04058824

Name of company

* XP ENGINEERING SERVICES LIMITED

Date of creation of the charge

14 December 2006

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

Debenture

Amount secured by the mortgage or charge

Please see Rider A attached.

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

The Governor and Company of the Bank of Scotland incorporated by Act of Parliament and having its Head Office at The Mound, Edinburgh

Postcode EH1 1YZ

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

Dickson Minto W.S.
16 Charlotte Square
Edinburgh
EH2 4DF

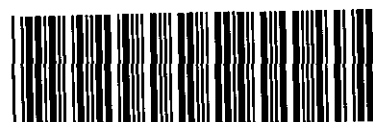
XP Engineering.xfd

Time critical reference

For official Use (06/2005)
Mortgage Section

Post room

THURSDAY



ATKGGLJN

A22

21/12/2006

282

COMPANIES HOUSE

Please see Rider B attached.

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)

N/A

Signed Dickson Minto

Date 20 December 2006

On behalf of ~~KWKKW~~ [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

XP ENGINEERING SERVICES LIMITED

(Registered Number 04058824)

RIDER A: FORM 395 (DEBENTURE)

Amount secured by the mortgage or charge

All or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to BoS by the Company, whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor or cautioner), including any money and liabilities of the Company to a third party which have been assigned or novated to or otherwise vested in BoS and including interest, discount, commission and other lawful charges or expenses which BoS may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded according to the usual BoS rates and practice (or otherwise agreed in writing) after as well as before any demand made or judgment or decree obtained under or in relation to the Debenture provided that such Secured Liabilities shall not include any money and liabilities which it would be unlawful for the Company to secure pursuant to the provisions of section 151 of the Companies Act 1985 (as amended).

Where:

- | | |
|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| "BoS" | means The Governor and Company of the Bank of Scotland incorporated by Act of Parliament and having its Head Office at The Mound, Edinburgh EH1 1YZ; |
| "Company" | means XP Engineering Services Limited (Company Number 04058824), having its registered office at 16 Horseshoe Park, Pangbourne, Berkshire RG8 7JW; and |
| "Secured Liabilities" | means the secured liabilities more particularly described in this Rider A. |

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XP ENGINEERING SERVICES LIMITED

(Registered Number 04058824)

RIDER B: FORM 395 (DEBENTURE)

Short particulars of all the property mortgaged or charged

1. The Company with full title guarantee hereby charges to BoS as a continuing security for the payment or discharge of the Secured Liabilities:
 - 1.1. by way of fixed charge:
 - 1.1.1. all estates or interests in any freehold or leasehold property belonging to the Company as at the date of the Debenture or at any time after the date of the Debenture (other than any property charged in terms of Clause 2.1.1 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;
 - 1.1.2. 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;
 - 1.1.3. the benefit of all other agreements relating to which the Company is or may become party or otherwise entitled;
 - 1.1.4. all plant and machinery of the Company as at the date of the Debenture or in the future attached to property which is charged by the provisions of clauses 2.12.1 - 2.1.2.3 of the Debenture;
 - 1.1.5. 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;
 - 1.1.6. 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 2.1.2.5 of the Debenture, whether by way of dividend, distribution, interest or otherwise;
 - 1.1.7. all rights and interests in and claims under all insurance contracts or policies as at the date of the Debenture 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);
 - 1.1.8. all rights and interest and claims under all other insurance or assurance contracts of policies as at the date of the Debenture or in the future held by or insuring to the benefit of the Company (including all money payable under them).



- 1.1.9. 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 as at the date of the Debenture 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 thereof, such rights;
- 1.1.10. the benefit of all agreements and licences as at the date of the Debenture 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 2.1.2.9 of the Debenture but owned by others;
- 1.1.11. all the Company's rights as at the date of the Debenture or in the future in relation to trade secrets, confidential information and know how in any part of the world;
- 1.1.12. all present and future book debts of the Company;
- 1.1.13. all other present and future debts or monetary claims of the Company against third parties (excluding those charged under clause 2.1.2.7 or 2.1.2.8 of the Debenture or arising on fluctuating accounts with other Group Companies);
- 1.1.14. 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;
- 1.1.15. 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); and
- 1.1.16. all rights, money or property accruing or payable to the Company as at the date of the Debenture 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 clause 2.1 of the Debenture;
- 1.2. by way of 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 2.1.2 of the Debenture).
2. The Company with full title guarantee as at the date of the Debenture assigns as a continuing security for the payment or discharge of the Secured Liabilities in favour of BoS (subject to the right of the Company to require the re-assignment of it upon payment or discharge in full of the Secured Liabilities):

- 2.1. all the right, title and interest of the Company in and to any interest rate hedging agreements as at the date of the Debenture or in the future entered into with any person; and
- 2.2. (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 the Debenture.
3. To the extent that any such right, title and interest as is referred to in clause 2.2 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.
4. Any mortgage, fixed charge or other fixed security created by the Company in favour of BoS shall have priority over the floating charge created by the Debenture, except insofar as BoS shall declare otherwise whether at or after the time of creation of such fixed security.
5. BoS may at any time, by notice to the Company, immediately convert the floating charge created under clause 2.1.3 of the Debenture into a fixed charge over any Assets specified in that notice and the floating charge will, without notice from BoS, automatically be converted with immediate effect into a fixed charge:
 - 5.1. in respect of any Assets which become subject to any step by any third party to take a fixed charge;
 - 5.2. 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;
 - 5.3. in respect of all Assets charged under clause 2.1.3 of the Debenture if and when the Company ceases to carry on business or to be a going concern; and
 - 5.4. 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.
6. The Company will not without the prior written consent of BoS:
 - 6.1. create or attempt to create or permit to subsist any right in security, mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or any encumbrance, trust agreement, declaration of trust or trust arising by operation of law over all or any Assets (except in favour of BoS); or

- 6.2. 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
- 6.3. in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset.
7. Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the charges created by or pursuant to the Debenture.
8. The Company agrees that any money from time to time standing to its credit or any account (whether current, deposit, loan or of any other nature whatsoever) with BoS may be retained as cover for and/or applied by BoS at any time and without notice to the Company (whether on or before or after the expiry of any fixed or minimum period for which such money may have been deposited) in or towards payment or discharge of the Secured Liabilities or such part of them as BoS may select.

Where:

- "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;
- "Fixed Charge Asset"** means an Asset for the time being comprised within a mortgage, fixed charge or assignment by way of security created by clauses 2.1, 2.2, 2.3 of the Debenture or (with effect from the date of its creation) any security created pursuant to clause 2.11 of the Debenture;
- "Group Companies"** means the Parent and each of its Subsidiaries and "Group Company" shall be construed accordingly;
- "Parent"** means XP Power plc (Reg. No. 3902867) having its registered office at 16 Horseshoe Park, Pangbourne, Berkshire RG8 7BW;
- "Permitted Disposal"** means:
- (a) the disposal of stock subject only to the floating charge created by clause 2.1.3 of the Debenture 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 BoS 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 BoS and other heritable or leased property in Scotland) in exchange for replacement assets comparable or superior as to type, value and quality; 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 any of them, as appropriate.

Terms defined in Rider A shall bear the same meaning in this Rider B.



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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. 04058824

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 14th DECEMBER 2006 AND CREATED BY XP ENGINEERING SERVICES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND 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 21st DECEMBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29th DECEMBER 2006.

PDW



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

