

# MR01

## Particulars of a charge

026251/13



Companies House

A fee is payable with this form  
Please see 'How to pay' on the  
last page

You can use the WebFiling service to file this form online  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☒ **What this form is NOT for**  
You may not use this form  
to register a charge where the  
instrument is not an instrument



\*A2BQ4IM1\*  
A07 02/07/2013 #64  
COMPANIES HOUSE  
\*A2BD8KTF\*  
A09 26/06/2013 #245  
COMPANIES HOUSE

This form must be delivered to the Registrar for registration  
21 days beginning with the day after the date of creation of the charge.  
If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

You must enclose a certified copy of the instrument with this form  
scanned and placed on the public record

WED TUESDAY

### 1 Company details

Company number 03071231  
Company name in full CAMBRIDGE MECHATRONICS LIMITED

For official use  
7  
→ Filing in this form  
Please complete in typescript or in  
bold black capitals  
All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation date

Charge creation date 24/06/2013

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name SUSSEX RESEARCH LIMITED

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

# MR01

## Particulars of a charge

<b>4</b>	<b>Description</b>	Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security	<b>Continuation page</b> Please use a continuation page if you need to enter more details
Description	<p>(1) the "Charged Agreement" being the agreement dated 15 May 2013, detailed at Schedule 2 of the debenture,</p> <p>(2) the "Specified Intellectual Property" being the intellectual property used in the Company's camera actuator business, detailed at Schedule 1 of the debenture, and</p> <p>(3) licences and future licence agreements relating to the Specified Intellectual Property</p>		
<b>5</b>	<b>Fixed charge or fixed security</b>		
		Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box	
		<input checked="" type="checkbox"/> <b>Yes</b>	
		<input type="checkbox"/> <b>No</b>	
<b>6</b>	<b>Floating charge</b>		
		Is the instrument expressed to contain a floating charge? Please tick the appropriate box	
		<input checked="" type="checkbox"/> <b>Yes</b> Continue	
		<input type="checkbox"/> <b>No</b> Go to Section 7	
		Is the floating charge expressed to cover all the property and undertaking of the company?	
		<input type="checkbox"/> <b>Yes</b>	
<b>7</b>	<b>Negative Pledge</b>		
		Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box	
		<input checked="" type="checkbox"/> <b>Yes</b>	
		<input type="checkbox"/> <b>No</b>	

MR01

Particulars of a charge

8

**Trustee statement <sup>①</sup>**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

<sup>①</sup> This statement may be filed after the registration of the charge (use form MR06)

9


**Signature**

Please sign the form here

Signature

Signature

X










X

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

MR01

## Particulars of a charge

	<b>Presenter information</b>
We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.	
Contact name	CHARLES FLETCHER
Company name	TAYLER VINTERS
Address	
MERLIN PLACE	
MILTON ROAD	
Post town	CAMBRIDGE
County/Region	CAMBRIDGESHIRE
Postcode	C B 4 O D P
Country	UNITED KINGDOM
DX	724560 CAMBRIDGE 12
Telephone	01223 225159
	<b>Certificate</b>
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.	
	<b>Checklist</b>
We may return forms completed incorrectly or with information missing	
Please make sure you have remembered the following	
<input checked="" type="checkbox"/> The company name and number match the information held on the public Register <input checked="" type="checkbox"/> You have included a certified copy of the instrument with this form <input checked="" type="checkbox"/> You have entered the date on which the charge was created <input checked="" type="checkbox"/> You have shown the names of persons entitled to the charge <input type="checkbox"/> You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8 <input checked="" type="checkbox"/> You have given a description in Section 4, if appropriate <input checked="" type="checkbox"/> You have signed the form <input checked="" type="checkbox"/> You have enclosed the correct fee <input checked="" type="checkbox"/> Please do not send the original instrument, it must be a certified copy	

	<b>Important information</b>
Please note that all information on this form will appear on the public record	
	<b>How to pay</b>
A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper	
Make cheques or postal orders payable to 'Companies House'	
	<b>Where to send</b>
You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below	
<b>For companies registered in England and Wales</b> The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ DX 33050 Cardiff	
<b>For companies registered in Scotland</b> 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)	
<b>For companies registered in Northern Ireland</b> 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	
	<b>Further information</b>
For further information, please see the guidance notes on the website at <a href="http://www.companieshouse.gov.uk">www.companieshouse.gov.uk</a> or email <a href="mailto:enquiries@companieshouse.gov.uk">enquiries@companieshouse.gov.uk</a>	
This form is available in an alternative format. Please visit the forms page on the website at <a href="http://www.companieshouse.gov.uk">www.companieshouse.gov.uk</a>	



FILE COPY

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 3071231

Charge code: 0307 1231 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th June 2013 and created by CAMBRIDGE MECHATRONICS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd July 2013.

Given at Companies House, Cardiff on 3rd July 2013



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

DATED 24 JUNE 2013

CAMBRIDGE MECHATRONICS LIMITED (1)

and

SUSSEX RESEARCH LIMITED (2)

DEBENTURE

Taylor Vinters  
Merlin Place  
Milton Road  
CAMBRIDGE  
CB4 0DP

Tel 01223 423444  
Fax 01223 423486

Email [REDACTED]

Our Ref 40611 26

10056136 1

We certify this to be a true copy of the  
original document

Date: 25/06/13

Authorised  
Signatory [Signature]

On behalf of Taylor Vinters  
Merlin Place, Cambridge CB4 0DP

## DEBENTURE

### INDEX

CLAUSE		PAGE
	PARTIES	3
	AGREED TERMS	3
1	DEFINITIONS AND INTERPRETATION	3
2	COVENANT TO PAY	7
3	PROVISION OF INFORMATION	8
4	NOTIFICATION	8
5	NEGATIVE PLEDGE AND RESTRICTIONS ON DISPOSALS	9
6	INSURANCE PROVISIONS	9
7	APPLICATION OF INSURANCE MONEY	10
8	CONDUCT OF BUSINESS	10
9	INTELLECTUAL PROPERTY	10
10	RELEVANT AGREEMENTS	11
11	LICENCES	13
12	COMPLIANCE WITH OBLIGATIONS	14
13	COMPLIANCE WITH LAWS	14
14	DEMANDS OR NOTICES	14
15	CHARGING PROVISIONS	15
16	CRYSTALLISATION	15
17	FURTHER ASSURANCE	16
18	REPRESENTATIONS AND WARRANTIES	17
19	SECURITY TO BE CONTINUING	18
20	APPOINTMENT OF ADMINISTRATOR OR RECEIVER	18
21	APPLICATION OF FUNDS	21
22	POWER OF ATTORNEY	22
23	RETENTION OF SECURITY	22
24	COMPANY TO MEET THE LOAN NOTE HOLDER'S EXPENSES	23
25	COMPANY'S AUTHORITY TO RELEASE INFORMATION	23
26	POWER TO GRANT DEBENTURE	23
27	VARIATION	24
28	WAIVER OF RIGHTS	24
29	ASSIGNMENT AND TRANSFER	24
30	DISCLOSURE	24
31	THIRD PARTY RIGHTS	25
32	SEVERANCE	25
33	JURISDICTION AND GOVERNING LAW	25
34	ENFORCEMENT	26
35	DELEGATION	26
	SCHEDULE 1 - Specified Intellectual Property	27
	SCHEDULE 2 - Charged Agreement	35

THIS DEBENTURE is dated 24 JUNE 2013

## PARTIES

- 1 **CAMBRIDGE MECHATRONICS LIMITED** a company registered in England and Wales with company number 3071231 whose registered office is at Suite 15, First Floor, Building 6, Westbrook Centre, Cambridge CB4 1YG (the "**Company**"), and
- 2 **SUSSEX RESEARCH LIMITED** a company registered in England and Wales with company number 04265494 whose registered office is at 6th Floor, Elizabeth House 39 York Road, London, England SE1 7NQ (the "**Loan Note Holder**")

## AGREED TERMS

### 1 DEFINITIONS AND INTERPRETATION

- 1 1 In this Debenture, the following terms shall have the following meanings
- 1 1 1 "**Administrator**" means any administrator appointed pursuant to this Debenture,
- 1 1 2 "**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for general business in London,
- 1 1 3 "**Charged Agreement**" means the agreement specified in Schedule 2 (as varied, supplemented, amended or extended from time to time),
- 1 1 4 "**Charged Property**" means the Charged Agreement, all Specified Intellectual Property, all Licences and all Future Licence Agreements which from time to time are the subject of the security created or expressed to be created in favour of the Loan Note Holder by or pursuant to this Debenture,
- 1 1 5 "**Confidential Information**" means information (whether written, electronic or in oral form) belonging or relating to the Company, its business or its affairs, activities, products or services including, without limitation, its know how and any other information of a confidential nature and which information is proprietary to the Company,
- 1 1 6 "**Delegate**" means any person appointed pursuant to clause 35



(*Delegation*) and any person appointed as an attorney of the Loan Note Holder and/or Receiver,

- 1 1 7     **"Encumbrance"** means all encumbrances, including any option, lien, mortgage, debenture, charge, equity, rent charge, right of pre-emption, bill of sale, assignment or deposit for the purpose of security, pledge, right of set-off, retention or reservation of title, hypothecation or other encumbrance securing the repayment of any monies of other obligations or liabilities of the Company or any agreement or commitment to create any of the foregoing,
- 1 1 8     **"Event of Default"** means the occurrence of any of the events specified in clause 9 (*Accelerated Redemption on Events of Default*) of the Instrument,
- 1 1 9     **"Future Licence Agreements"** means upon any expiry or termination of the Charged Agreement, any agreement that purports to licence to a third party any of the assets which are currently licensed under the Charged Agreement,
- 1 1 10    **"Instrument"** means the loan note instrument (including its schedules) made as a deed poll by the Company on even date herewith and as amended from time to time,
- 1 1 11    **"Intellectual Property"** includes letters patent, trade marks, service marks, registered designs, utility models, domain names and all other registrable rights of any kind in any intangible property, applications for any of the foregoing, copyright, mask work rights, topography rights, and all other rights to names, information (including Confidential Information) and other intangible property and rights in the nature of unfair competition rights and to sue for passing off recognised by the laws of any country and all Related Rights and any other patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets and all Related Rights (including, save where the context requires otherwise the Specified Intellectual Property),

- 1 1 12     **"Licences"** means all present and future licences, consents and authorisations (statutory or otherwise) held in connection with the Company's use of the Charged Property and the right to recover and receive all compensation which may be payable to the Company in respect of them,
- 1 1 13     **"Loan Notes"** means all and any of the £2,150,000 loan notes 2017 created pursuant to the Instrument,
- 1 1 14     **"Receiver"** means a receiver, or a receiver and manager, of all or any part of the Charged Property and will include plural and any substitute receiver(s),
- 1 1 15     **"Related Rights"** means, in relation to any asset,
- (a)       the proceeds of sale of any part of that asset,
  - (b)       all rights under any licence, agreement for sale or agreement for lease in respect of that asset,
  - (c)       all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset, and
  - (d)       any moneys and proceeds paid or payable in respect of that asset,
- 1 1 16     **"Relevant Agreements"** means the Charged Agreement and any Future Licence Agreements,
- 1 1 17     **"Requisite Consent"** means the previous consent in writing of the Loan Note Holder (and then only to the extent that such consent permits and in accordance with any conditions attached to such consent),
- 1 1 18     **"Secured Documents"** means this Debenture, the Instrument and the Loan Notes and any other document designated as such by the Loan Note Holder and the Company,
- 1 1 19     **"Secured Liabilities"** means all or any monies and liabilities which are from time to time (and whether on or at any time after demand) due, owing or incurred in any manner to the Loan Note Holder by the

Company under or pursuant to the Secured Documents,

1 1 20     **"Secured Parties"** means the Loan Note Holder and any Administrator, Receiver or Delegate,

1 1 21     **"Security Interest"** shall bear the meaning given to that term in clause 16 1 1, and

1 1 22     **"Specified Intellectual Property"** means the intellectual property used in the Company's camera actuator business, as set out in Schedule 1

1 2         References to clauses or schedules are to clauses or schedules to this Debenture, references to sub-clauses are to sub-clauses of the relevant clause, the schedules are deemed to be incorporated in this Debenture and a reference to this Debenture includes a reference to the schedules

1 3         In this Debenture

1 3 1       the clause headings are included for convenience only and shall not affect the construction of this Debenture,

1 3 2       words denoting the singular shall include the plural and vice versa,

1 3 3       words denoting any gender shall include a reference to each other gender,

1 3 4       any reference to **"persons"** includes natural persons, firms, partnerships, companies, corporations, limited liability partnerships, associations, organisations, governments, states, foundations and trusts (in each case whether or not having separate legal personality),

1 3 5       the words **"subsidiary"** and **"holding company"** have the meanings given to them by section 1159 of the Companies Act 2006,

1 3 6       except as set out in clause 1 1 words and expressions defined in the Companies Act 2006 shall, where the context so admits, bear the same meanings in this Debenture,

1 3 7       any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than

England, be deemed to include a reference to what most nearly approximates in that jurisdiction to the English legal term,

1 3 8 any phrase introduced by the terms "**including**", "**include**", "**in particular**", "**other**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms,

1 3 9 any reference to "**indemnify**" and "**indemnifying**" any person against any circumstances include indemnifying and keeping that person harmless from all actions, claims and proceedings from time to time made against that person and all loss or damage and all payments, costs or expenses made or incurred by that person as a consequence of or which would not have arisen but for that circumstance,

1 3 10 "**sterling**" and the "£" means pounds sterling in the currency of the United Kingdom save that if, following the introduction of the Euro, pounds sterling ceases to exist as the currency of the United Kingdom, then all references in this Debenture to pounds sterling shall be construed as references to the Euro at the conversion rate applicable at the close of business on the day on which pounds sterling ceased to exist, and

1 3 11 the "**Company**", or the "**Secured Parties**" shall be construed so as to include its successors in title, permitted assigns and permitted transferees

1 4 A reference to a statute or statutory provision includes

1 4 1 any subordinate legislation (as defined in section 21(1) of the Interpretation Act 1978) made under it,

1 4 2 any repealed statute or statutory provision which it re-enacts (with or without modification), and

1 4 3 any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it

## 2 COVENANT TO PAY

2 1 The Company covenants that it will on demand in writing made by the

Loan Note Holder in accordance with the terms of the Instrument pay to the Loan Note Holder without set-off, counterclaim or deduction the Secured Liabilities

- 2 2 A certificate by the Loan Note Holder as to the amount of the Secured Liabilities or any part thereof will, in the absence of manifest error, be conclusive and binding on the Company

### **3 PROVISION OF INFORMATION**

- 3 1 The Company covenants with and undertakes to the Loan Note Holder from time to time as required by the Loan Note Holder to give to the Loan Note Holder, any accountant to be nominated by the Loan Note Holder or any Receiver such information relating to the business of the Company and as to its property, assets, and liabilities as the Loan Note Holder or any Receiver may from time to time require

- 3 2 The Company will

- 3 2 1 permit any authorised representative of the Loan Note Holder at all reasonable times to enter upon any part of the freehold and leasehold property of the Company and of any other property where the Company may be carrying out any contract or other works,

- 3 2 2 permit such inspection of the books of account and other books and documents of the Company as may be necessary for the purpose of verification of such information, and

- 3 2 3 without prejudice to the generality of the above deliver to the Loan Note Holder copies of its trading and profit and loss account and audited balance sheet in respect of each financial year (and also that of the Company's holding company (if any) and each of its subsidiaries (if any)) as soon as the same become available and in any event no later than three months (or such longer period as the Loan Note Holder may agree in writing) after the end of each financial year and also from time to time such other financial statements and information as the Loan Note Holder may reasonably require

### **4 NOTIFICATION**

- 4 1 The Company covenants with and undertakes to the Loan Note Holder to

notify the Loan Note Holder immediately of

- 4 1 1 any change or prospective change in the ownership of more than 10% of the issued share capital of the Company or any part of such capital,
- 4 1 2 the issue of any further shares in the Company from time to time, and
- 4 1 3 any change in its directors

## **5 NEGATIVE PLEDGE AND RESTRICTIONS ON DISPOSALS**

- 5 1 The Company covenants with and undertakes to the Loan Note Holder not without the Requisite Consent
  - 5 1 1 to create or permit to arise or subsist any Security Interest in favour of anyone other than the Loan Note Holder on the whole or any part of the Charged Property,
  - 5 1 2 to redeem or purchase any of its own shares or issue any redeemable shares or create and issue any loan stock, and
  - 5 1 3 to sell, assign, lease, lend or otherwise dispose of or part with possession of or surrender any interest in the Charged Property charged under this Debenture or attempt or agree to do so

## **6 INSURANCE PROVISIONS**

- 6 1 The Company covenants with and undertakes to the Loan Note Holder to insure and keep insured such parts of the Charged Property as are of an insurable nature against loss or damage by fire and other usual risks and such other risks as the Loan Note Holder may from time to time require,
  - 6 2 Such insurance must be
    - 6 2 1 in the full amount of the reinstatement value of the Charged Property (due allowance being made for inflation during the period of insurance and reinstatement),
    - 6 2 2 with such insurers as the Loan Note Holder shall in writing approve, and
    - 6 2 3 on terms requiring the insurers not to cancel the policy without giving at least 10 Business Days' prior notice to the Loan Note Holder,

- 6 3           The Company undertakes that
- 6 3 1          the Company will pay all premiums and money necessary for effecting and keeping up such insurances on the first day on which they ought to be paid,
- 6 3 2          the Company will have the interest of the Loan Note Holder noted on any such policy or policies, and
- 6 3 3          if required by the Loan Note Holder, the Company will deliver to the Loan Note Holder such policy or policies and the receipt (or other evidence of payment satisfactory to the Loan Note Holder) for every premium payable in respect of such policy or policies
- 6 4           If the Company does not comply fully with its obligations under clause 6 3 1, the Loan Note Holder may make such payments and take out such insurance policies as it may see fit on behalf of, and in the name and at the expense of, the Company

## **7           APPLICATION OF INSURANCE MONEY**

- 7 1           The Company covenants with and undertakes to the Loan Note Holder to hold all money received on any insurance whatsoever in respect of loss or damage to the Charged Property whether pursuant to the covenant contained in clause 6 above or otherwise on trust for the Loan Note Holder, and to apply it as the Loan Note Holder may in his absolute discretion require
- 7 1 1          in making good the loss or damage in respect of which the money is received, or
- 7 1 2          in or towards discharge of the Secured Liabilities

## **8           CONDUCT OF BUSINESS**

- 8 1           The Company covenants with and undertakes to the Loan Note Holder to conduct and carry on its business in a proper and efficient manner and not make any substantial alteration in the nature of or mode of conduct of that business

## **9           INTELLECTUAL PROPERTY**

- 9 1           The Company covenants with and undertakes to the Loan Note Holder

- 9 1 1 to make such registrations and pay such fees, registration taxes and similar amounts as are necessary to keep its Intellectual Property in force,
- 9 1 2 to take such steps as are necessary (including the institution of legal proceedings) to prevent third parties infringing its Intellectual Property and (without prejudice to sub-clause 9 1 1 above) to take all other steps which are reasonably practicable to maintain and preserve its interests in its Intellectual Property, and
- 9 1 3 not, without the prior consent of the Loan Note Holder
- 9 1 3 1 to sell, transfer or otherwise dispose of all or any part of the Specified Intellectual Property,
- 9 1 3 2 to permit any of the Specified Intellectual Property which is registered to be abandoned or cancelled, to lapse or to be liable to any claim of abandonment for non-use or otherwise, or
- 9 1 3 3 act in any manner which may prejudice the registration of any material Specified Intellectual Property capable of registration
- 9 2 The Company covenants with and undertakes to the Loan Note Holder to conduct its business in such a way as not to endanger or lead to the curtailment, forfeiture or suspension of any licences, registered Intellectual Property, or other rights required in connection with its business save where such curtailment, forfeiture or suspension is in the ordinary course of business of the Company

## **10 RELEVANT AGREEMENTS**

### **Relevant Agreements: General**

- 10 1 Notwithstanding any assignment contained in or other provisions of this Debenture
- 10 1 1 the Loan Note Holder will not be obliged to make any enquiry as to the nature or sufficiency of any payment made in respect of the Relevant Agreements or make any claim or take any other action to collect any moneys or to enforce any of the rights, title, interest or benefits assigned under this Debenture or to which the Loan Note Holder may at any time



be entitled pursuant to this Debenture,

- 10 1 2 the Company will remain liable to perform all its obligations in respect of the Relevant Agreements and the Loan Note Holder will not be under any obligation of any kind whatsoever in respect of the Relevant Agreements or be under any liability whatsoever in the event of any failure by the Company to perform its obligations in respect of the Relevant Agreements,
- 10 1 3 the Company shall not (i) terminate the Relevant Agreements before their due expiry, or (ii) materially vary the terms of the Relevant Agreements, in each case without the prior written consent of the Loan Note Holder in any way that may be to the detriment of the Company or to the rights of the Loan Note Holder,
- 10 1 4 insofar as the Charged Agreement may expire or be terminated, the Company must give forty Business Days' prior notice (or such shorter period of notice that the counterparty to the Charged Agreement gives to the Company (if any)) to the Loan Note Holder of its impending expiry or termination, and to the extent that a Future Licence Agreement in respect of the assets licensed under the Charged Agreement will not be entered into immediately on the expiry or termination of the Charged Agreement, the Company shall negotiate in good faith with the Loan Note Holder and promptly provide appropriate additional security to the satisfaction of the Loan Note Holder (acting reasonably),
- 10 1 5 in relation to any Future Licence Agreement, the Company shall ensure that the terms of the agreement do not prohibit the granting of a fixed charge over that agreement and do not give rise to a default entitling the other party to terminate in the event of the creation of any such security, and
- 10 1 6 prior to the occurrence of an Event of Default, the Company shall continue to be entitled to exercise all rights and powers as the Company may have with respect to the Relevant Agreements

**Relevant Agreements: After Event of Default**

- 10 2 After the occurrence of an Event of Default, the Loan Note Holder (or any

Receiver) may at any time, without limitation and in addition to any other powers conferred by this Debenture

- 10 2 1 exercise all or any of the Company's rights and powers under or in respect of each Relevant Agreement to the exclusion of the Company,
- 10 2 2 recover by legal process all sums of money payable under the Relevant Agreements and give a good receipt therefor on behalf of the Company, and/or
- 10 2 3 do such acts, deeds and things as the Loan Note Holder may in its absolute discretion consider necessary or proper for or in relation to any of the above-mentioned rights and powers

## **11 LICENCES**

### **Licences: Before Event of Default**

- 11 1 The Company shall
  - 11 1 1 take such steps as are necessary (including the institution of legal proceedings) to keep the Licences in force,
  - 11 1 2 not, without the prior consent of the Loan Note Holder (not to be unreasonably withheld or delayed)
    - 11 1 2 1 sell, transfer, license or otherwise dispose of all or part of its right, title and interest in the Licences,
    - 11 1 2 2 permit the Licences to lapse,
    - 11 1 2 3 breach, or fail to satisfy, any conditions of the Licences, or
    - 11 1 2 4 amend the terms of the Licences,
  - 11 1 3 insofar as the Licences may expire through the effluxion of time, give forty Business Days' prior notice to the Loan Note Holder of their impending expiry and take all such steps as may be necessary to procure the issue of a further Licence on terms similar to the expiring Licence, and
  - 11 1 4 remain liable to perform all its obligations in respect of the Licences and

the Loan Note Holder will not be under any obligation of any kind whatsoever in respect of the Licences or be under any liability whatsoever in the event of any failure by the Company to perform its obligations in respect of the Licences,

- 11 1 5      save that the Company may carry out or allow to happen any of the acts specified in clauses 11 1 2 1 to 11 1 2 4 where doing so would be in the ordinary course of business of the Company

**Licences: After Event of Default**

- 11 2          After the occurrence of an Event of Default, the Loan Note Holder (or any Receiver) may at any time, without limitation and in addition to any other powers conferred by this Debenture

- 11 2 1       exercise all or any of the Company's rights and powers under or in respect of each Licence to the exclusion of the Company, and

- 11 2 2       do such acts, deeds and things as the Loan Note Holder may consider in its absolute discretion necessary or proper for or in relation to any of the above mentioned rights and powers

**12            COMPLIANCE WITH OBLIGATIONS**

- 12 1          The Company covenants with and undertakes to the Loan Note Holder to comply with all the obligations on the part of the Company in respect of the Charged Property, whether express or implied

**13            COMPLIANCE WITH LAWS**

- 13 1          The Company covenants with and undertakes to the Loan Note Holder to comply in all material respects with the terms of all applicable laws, including common law, statute and subordinate legislation, European Union Regulations and Directives and judgements and decisions of any court or authority competent to make such judgement or decision compliance with which is mandatory for the Company

**14            DEMANDS OR NOTICES**

- 14 1          Any notice or demand to be given by a party to this Debenture shall be in writing and shall be given personally or sent by prepaid recorded delivery post to the addressee at the address or facsimile number set opposite its name below

**The Company** at its registered office from time to time marked for the attention of Mr Andrew Osmant,

**The Loan Note Holder** at Elizabeth House, London,

or at such other address (within England) as the party to be served may have notified as its address for service

14 2 Any notice given in accordance with clause 14 1 shall be deemed to have been received

14 2 1 if delivered personally, at the time of delivery, or

14 2 2 in the case of a notice sent by pre-paid recorded delivery, post 48 hours after the date or posting

## **15 CHARGING PROVISIONS**

15 1 The Company charges to the Loan Note Holder as a continuing security and with full title guarantee free from all Encumbrances for the payment and discharge of the Secured Liabilities

15 1 1 by way of first fixed charge, all Specified Intellectual Property, and

15 1 2 by way of floating charge with full title guarantee free from all Encumbrances all the Charged Property not effectively charged by way of fixed charge under clause 15 1 1 and all other Charged Property not otherwise charged under this Debenture, but so that the Company is prohibited from creating any fixed security, mortgage, assignment or any other charge over the Charged Property having priority over or ranking pari passu with the floating charge created by this sub-clause (otherwise than in favour of the Loan Note Holder)

15 2 The floating charge created under this Debenture is a qualifying floating charge for the purposes of paragraph 14 of Schedule B1 of the Insolvency Act 1986

## **16 CRYSTALLISATION**

16 1 The Loan Note Holder may at any time after the occurrence of an Event of Default by notice to the Company, immediately convert the floating charge created under clause 15 1 2 into a fixed charge over any Charged

Property specified in that notice and the floating charge will, without notice from the Loan Note Holder, automatically be converted with immediate effect into a fixed charge (and the crystallisation events specified in this clause are in addition to any events which would have that effect at law in any case)

16 1 1 in respect of all the Charged Property charged under the floating charge on the creation of any mortgage, assignment, lien, charge, hypothecation, pledge, conditional sale or title retention agreement, trust arrangement or any other agreement or arrangement the economic or commercial effect of which is similar to the creation of security or any other security interest whatsoever (but shall not include any of the same arising solely by operation of law or a title retention agreement (a **"Security Interest"**)),

16 1 2 in respect of all the Charged Property charged under the floating charge on the levy or the attempt to levy any distress, execution or sequestration against or over any of the Charged Property,

16 1 3 in respect of all the Charged Property charged under the floating charge if and when the Company ceases to carry on business or to be a going concern, and

16 1 4 in respect of all the Charged Property charged under the floating charge on the making of an order for the compulsory winding-up of the Company or on the convening of a meeting for the passing of a resolution for the voluntary winding-up of the Company, or application for the making of an administration order, or the filing of notice of intention to appoint an administrator and/or notice of appointment of an administrator in relation to the Company or on the giving to the Loan Note Holder of written notice of the intention of the Company or its directors to appoint an administrator in relation to the Company, or on the presentation of an application for a warrant of execution, writ of fieri facias, garnishee order or charging order

## **17 FURTHER ASSURANCE**

17 1 The Company (at its own cost) will on demand in writing by the Loan Note Holder execute and deliver in such form as the Loan Note Holder

may reasonably require

- 17 1 1 an assignment with full title guarantee free from all Encumbrances by way of security of all and any Charged Property, and
- 17 1 2 a fixed charge or assignment by way of security of any Asset subject to the floating charge under clause 15 1 2
- 17 2 The Company will do and concur in all such other acts or things as the Loan Note Holder may deem necessary to vest in the Loan Note Holder title to all or any of the Charged Property
- 17 3 The Company shall, if requested by the Loan Note Holder, execute all such documents and do all acts that the Loan Note Holder may reasonably require to record the interest of the Loan Note Holder in any registers relating to any registered Intellectual Property of the Company
- 17 4 Any fixed mortgage, charge or other security hereafter created by the Company in favour of the Loan Note Holder shall have priority over the floating charge created by this Debenture, except insofar as the Loan Note Holder shall declare otherwise whether at or after the time of creation of such fixed security

## **18 REPRESENTATIONS AND WARRANTIES**

The Company represents and warrants to each Secured Party as follows

- 18 1 it is the legal and beneficial owner of the Charged Property,
- 18 2 the Charged Property is free from any Encumbrance other than the encumbrances created by this Debenture,
- 18 3 it has not received or acknowledged notice of any adverse claim by any person in respect of the Charged Property or any interest in any of them,
- 18 4 there is no breach of any law or regulation which materially adversely affects the Charged Property,
- 18 5 there are no covenants, agreements, reservations, conditions, interests, rights or other matters whatever which materially adversely affect the Charged Property or any of it,

18 6 no facility necessary for the enjoyment and use of the Charged Property is subject to terms entitling any person to terminate or curtail its use,

18 7 no encumbrance expressed to be created pursuant to this Debenture is liable to be avoided or otherwise set aside on the liquidation or administration of the Company or otherwise, and

18 8 the Company will promptly upon becoming aware of any breach give the Loan Note Holder notice in writing of any breach of any representation or warranty set out in the foregoing provisions of this clause 18

## **19 SECURITY TO BE CONTINUING**

19 1 This security will be a continuing security for the Secured Liabilities notwithstanding any intermediate payment or settlement of all or any part of the Secured Liabilities or other matter or thing whatsoever and will be without prejudice and in addition to any other right remedy or security of whatever sort which the Loan Note Holder may hold at any time for the Secured Liabilities or any other obligation whatsoever and will not be affected by any release, reassignment or discharge of such other right remedy or security

## **20 APPOINTMENT OF ADMINISTRATOR OR RECEIVER**

20 1 The Loan Note Holder shall be and is entitled to appoint in writing an administrator ("**Administrator**") or a receiver, or a receiver and manager ("**Receiver**") of all or any part of the Assets either immediately or at any time after

20 1 1 a request from the Company for such appointment, or

20 1 2 the Company's failure to make payment in full of all or any of the Secured Liabilities following a demand for payment from the Loan Note Holder, or

20 1 3 the presentation of a petition for an administration order to be made in respect of the Company, or

20 1 4 the receipt by the Loan Note Holder of written notice of the intention of the Company or its directors to appoint an Administrator in relation to the Company

20 2 Where more than one Receiver is appointed they will have power to act

separately (unless the appointment of the Loan Note Holder specifies to the contrary)

- 20 3      The power to appoint an Administrator or a Receiver (whether conferred by this Deed or statute) shall be and remain exercisable by the Loan Note Holder notwithstanding any prior appointment in respect of all or any part of the Assets
- 20 4      The Loan Note Holder may from time to time determine the remuneration of the Receiver and may (subject to Section 45 of the Insolvency Act 1986) remove the Receiver from all or any part of the Assets of which he is the Receiver and at any time after any Receiver has vacated office or ceased to act, appoint a further Receiver over all or any part of those Assets
- 20 5      The Administrator and/or Receiver will be the agent of the Company (which will be solely liable for his acts, defaults and remuneration) and will have and be entitled to exercise in relation to the Company all the powers set out in Schedule 1 to the Insolvency Act 1986 and all the powers conferred from time to time on Receivers by statute (including the Law of Property Act 1925) and in particular by way of addition to but without prejudice to those powers (and those of the Loan Note Holder) the Administrator and/or Receiver will have power
- 20 5 1    to carry on, manage the business of the Company or any part of it or concur in so doing, to perform any obligation of the Company relating to such matters, to exercise all rights, duties and powers of the Company in connection with the Assets charged under this Debenture, to institute and defend legal proceedings, to give and receive notices, to raise or borrow any money that may be required upon the security of the whole or any part of the Assets charged under this Debenture whether ranking in priority to the security created by this Debenture or otherwise,
- 20 5 2    to exploit or make use of the Assets charged under this Debenture with a view to profit or gain,
- 20 5 3    to sell, let or lease or concur in selling, letting or leasing and to vary the terms or determine, surrender or accept surrenders of leases or tenancies of or grant options and licences over all or any part of the



Assets and so that any such sale may be made for cash payable by instalments or for shares or securities of another company and the Administrator and/or the Receiver may promote or concur in promoting a company to purchase the Assets to be sold,

- 20 5 4 to sever any fixtures (including trade and tenant's fixtures) from the property of which they form part,
- 20 5 5 to exercise all voting and other rights attaching to stocks, shares and other securities owned by the Company,
- 20 5 6 to make and effect all repairs and improvements,
- 20 5 7 to redeem any prior encumbrance and to settle and pass the accounts of the encumbrancer and any accounts so settled and passed will (subject to any manifest error) be conclusive and binding on the Company and the moneys so paid will be deemed to be an expense properly incurred by the Administrator and/or the Receiver,
- 20 5 8 to promote the formation of a subsidiary or subsidiaries of the Company, for the purchasing, leasing, licensing or otherwise acquiring interests in all or any of the assets of the Company,
- 20 5 9 to make any arrangement or compromise which the Loan Note Holder or the Administrator and/or the Receiver may think fit,
- 20 5 10 to make and effect all repairs, renewals, improvements, and insurances,
- 20 5 11 to appoint managers officers and agents for any of the purposes referred to in this Clause 20 at such salaries as the Administrator and/or the Receiver may determine,
- 20 5 12 to do all other acts and things as may be considered by the Administrator and/or the Receiver to be incidental or conducive to the above or otherwise incidental or conducive to the preservation, improvement or realisation of the Assets
- 20 6 And all the foregoing provisions shall take effect as and by way of variation and extension of the provisions of sections 99 to 109 inclusive of the Law of Property Act 1925 which provisions so varied and extended

shall be regarded as incorporated in this Debenture except to the extent that they are expressly or impliedly excluded. Where there is any ambiguity or conflict between the powers contained in the Law of Property Act 1925 and those contained in this Debenture, the terms of this Debenture shall prevail.

**21 APPLICATION OF FUNDS**

21 1 All monies received by the Receiver shall be applied

21 1 1 Firstly, in payment of all costs, charges or expenses incurred by the Receiver or the Loan Note Holder in the Receiver's appointment and/or the exercise of all or any of the Receiver's powers and all outgoings relating thereto,

21 1 2 Secondly, in payment of the Receiver's remuneration at such rates as may be agreed with the Loan Note Holder at or any time before or after the Receiver's appointment (without being limited by the maximum rate specified in section 109(8) of the Law of Property Act 1925),

21 1 3 Thirdly, in or towards the payment of any debts or other amounts which are by statute made payable in preference to the monies secured by this Debenture,

21 1 4 Fourthly, in or towards satisfaction of the money and liabilities secured by this Debenture in such order (whether as to principal, interest or otherwise) as the Loan Note Holder may from time to time require, and

21 1 5 Fifthly, the surplus (if any) shall be paid to the Company or other persons entitled to it

21 2 Neither the Loan Note Holder nor any Receiver shall be under any obligation to do anything to enforce the obligations of any person, and shall not be liable to the Company for any loss or damage caused by any omission to do so

21 3 If the Company shall receive any payment under or in respect of the Charged Property after demand has been made under this Debenture then the Company shall immediately account to the Loan Note Holder or any Receiver for it and in the meantime hold it in a separate trust account

21 4 A person dealing with the Administrator or Receiver in good faith and for value shall not be concerned to enquire whether the Administrator or Receiver is validly appointed or acting within his powers

21 5 The Loan Note Holder may exercise all of the powers of a Receiver, under this Debenture, following demand whether as attorney of the Company or otherwise and whether or not any Receiver shall have been appointed

21 6 If the Loan Note Holder or any Receiver takes possession of the Charged Property the Loan Note Holder or the Receiver may relinquish such possession at any time

21 7 Section 93 of the Law of Property Act 1925 (consolidation of mortgages) will not apply to this Debenture

## **22 POWER OF ATTORNEY**

22 1 The Company irrevocably appoints the Loan Note Holder (whether or not an Administrator or Receiver has been appointed) and also (as a separate appointment) the Administrator or Receiver severally the Attorney and Attorneys of the Company, for the Company and in its name and on its behalf and as its act and deed or otherwise to execute and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required of the Company under this Debenture or may be deemed proper for any of its purposes The power of attorney hereby granted is to secure the performance of obligations owed to the donees within the meaning of the Powers of Attorney Act 1971

22 2 The Company ratifies and confirms whatever any attorney does or purports to do pursuant to his appointment under this clause

## **23 RETENTION OF SECURITY**

23 1 The Loan Note Holder shall be at liberty to retain the security created by or pursuant to this Debenture for a period of 25 months after the liabilities secured by this Debenture shall have been paid and discharged in full notwithstanding any release settlement discharge or arrangement given or made by the Loan Note Holder on or as a consequence of such payment or termination of liability If at any time within the period of 25

months after such payment or discharge a petition shall be presented to a competent Court for an order for the winding up or the making of an administration order in respect of the Company or the Company shall commence to be wound up or to go into administration or any analogous proceeding shall be commenced by or against the Company the Loan Note Holder shall be at liberty to continue to retain such security for and during such further period as the Loan Note Holder may determine The Company agrees that in such event such security shall be deemed to have continued to have been held as security for the payment and discharge to the Loan Note Holder of all liabilities secured by such security

**24 COMPANY TO MEET THE LOAN NOTE HOLDER'S EXPENSES**

24 1 All costs, charges and expenses incurred hereunder by the Loan Note Holder, and all other moneys paid by the Loan Note Holder or by the Administrator or Receiver in perfecting or otherwise in connection with this security or in respect of the Charged Property, including (without prejudice to the generality of the foregoing) (1) all moneys expended by the Loan Note Holder under clause 6 or clause 22 hereof, (2) all costs of the Loan Note Holder (on a solicitor and own client basis) of all proceedings for the enforcement of this security or for obtaining payment of moneys hereby secured or arising out of or in connection with the acts authorised by clause 25 hereof, (3) all costs and losses of the Loan Note Holder arising in consequence of any default by the Company in the performance of its obligations and (4) all administrative charges of the Loan Note Holder based on the time spent by him in connection with any of the foregoing shall be recoverable from the Company as a debt and shall be payable within 3 Business Days of demand

**25 COMPANY'S AUTHORITY TO RELEASE INFORMATION**

25 1 The Company agrees that the Loan Note Holder may from time to time seek from any person having dealings with the Company such information about it and its affairs as the Loan Note Holder may think fit and authorises and requests any such person to provide that information to the Loan Note Holder and agrees to provide such further authority for this purpose as the Loan Note Holder from time to time may require

**26 POWER TO GRANT DEBENTURE**

26 1 The Company certifies that the security created by this Debenture does not contravene any of the provisions of its Memorandum or Articles of Association, or any provision contained in any of the Relevant Agreements or in the Licences

**27 VARIATION**

27 1 No variation of this Debenture shall be effective unless in writing and signed as a Deed by or on behalf of a duly authorised representative of each party

**28 WAIVER OF RIGHTS**

28 1 A failure by the Loan Note Holder to exercise and any delay, forbearance or indulgence by the Loan Note Holder in exercising any right, power or remedy under this Debenture shall not operate as a waiver of that right, power or remedy or preclude its exercise at any subsequent time or on any subsequent occasion. The single or partial exercise of any right, power or remedy shall not preclude any other or further exercise of that right, power or remedy. No custom or practice of the parties at variance with the terms of this Debenture shall constitute a waiver of the rights of the Loan Note Holder under this Debenture. The rights, powers and remedies provided in this Debenture are cumulative and not exclusive of any rights, powers or remedies provided by law

**29 ASSIGNMENT AND TRANSFER**

29 1 The Loan Note Holder may at any time, without the consent of the Company, assign or transfer the whole or any part of the Loan Note Holder's rights under this Debenture to any person to whom the Loan Note Holder has assigned any of his rights under the Loan Notes

29 2 The Company may not assign any of its rights or transfer any of its obligations under this Debenture or enter into any transaction which would result in any of these rights or obligations passing to another person

**30 DISCLOSURE**

30 1 The Company hereby consents to the disclosure by the Loan Note Holder of any information about the Company, this Debenture or the Charged Property and the Secured Liabilities

- 30 1 1 to any person to whom the Loan Note Holder has assigned or transferred or proposes or may propose to assign or transfer all or any of his rights and benefits under this Debenture or the Secured Liabilities, or
- 30 1 2 to any person with whom the Loan Note Holder has entered or proposes or may propose to enter into any contractual arrangements in connection with this Debenture or the Secured Liabilities, or
- 30 1 3 to any agent of the Loan Note Holder, or
- 30 1 4 to any other person if required or permitted by law to do so

### **31 THIRD PARTY RIGHTS**

- 31 1 The Administrator or Receiver may enforce any provisions of this Debenture
- 31 2 Except as provided in clause 31 1, no term of this Debenture shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party (other than the successors or assigns of the Loan Note Holder), but this does not affect any right or remedy of a third party which exists or is available apart from under that Act
- 31 3 Notwithstanding that any term of this Debenture may be or become enforceable by a person who is not a party to it, the terms of this Debenture or any of them may be varied, amended or modified, or this Debenture may be suspended, cancelled or terminated by agreement in writing between the parties, or rescinded, in each case without the consent of any such third party

### **32 SEVERANCE**

- 32 1 If at any time any provision of this Debenture is or becomes invalid or illegal in any respect, such provision shall be deemed to be severed from this Debenture but the validity, legality and enforceability of the remaining provisions of this Debenture shall not be affected or impaired thereby

### **33 JURISDICTION AND GOVERNING LAW**

- 33 1 This Debenture shall be governed by English law, and each of the parties hereby submits to the exclusive jurisdiction of the courts of England in connection with any dispute arising out of this Debenture

**34 ENFORCEMENT**

34 1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Debenture (including a dispute relating to the existence, validity or termination of this Debenture or any non-contractual obligation arising out of or in connection with this Debenture) (a "**Dispute**")

34 2 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary

**35 DELEGATION**

35 1 Each of the Loan Note Holder and any Receiver shall have full powers to delegate to any person (either generally or specifically) the powers, authorities and discretions conferred on it by this Debenture (including the power of attorney) on such terms and conditions as it shall see fit which delegation shall not preclude either the subsequent exercise of such power, authority or discretion by the Loan Note Holder or the Receiver or any subsequent delegation or revocation thereof

**THIS DEBENTURE** has been executed by the Company and by the Loan Note Holder and delivered as a deed by both parties on the date stated at the beginning of it

## SCHEDULE 1 - SPECIFIED INTELLECTUAL PROPERTY

### CML Patents and Patent Applications

#### 1 **SMA Camera Actuator (P196)**

The patent claims several inventions to a Shape Memory Alloy (SMA) wire actuator for camera lens positioning and auto-focus, including an angled hooked wire (angled V)

Country	Application No	Filing Date	Status
PCT	PCT/GB2007/001050	23 Mar 2007	Publication no WO2007/112478
Taiwan	096111444	30 Mar 2007	Pending Application
GB	GB 0819302 1	23 Mar 2007	Granted patent, GB2451972
EP	07732112 3	23 Mar 2007	Granted,EP1999507
EP	11171291 3	23 Mar 2007	Granted,EP2372428
US	12/295382	23 Mar 2007	Granted,US8350959
JP	2009-502190	23 Mar 2007	Pending Application
CN	200780012088 7	23 Mar 2007	Granted Patent, ZL200780012088 7
KR	10-2008-7026436	23 Mar 2007	Pending Application

#### 2 **SMA positioning (P205)**

Several further inventions to an SMA actuator, for improved positioning, accuracy, repeatability, operating range and life

Country	Application No	Filing Date	Status
PCT	PCT/GB2008/000478	11 Feb 2008	Publ WO2008/099156
EP	08709374 6	11 Feb 2008	Granted,EP2111507
EP	10009263 4	11 Feb 2008	Pending Application
US	12/525906	11 Feb 2008	Granted,US8446475
JP	2009-548744	11 Feb 2008	Granted,JP5039794
JP	2012-015266	11 Feb 2008	Pending Application
KR	10-2009-7016763	11 Feb 2008	Pending Application
CN	200880004610 1	11 Feb 2008	Pending Application



### 3 **SMA Auto-Macro improved (P208)**

Sprung and bistable latched designs for two-position focus (auto-macro)

Country	Application No	Filing Date	Status
PCT	PCT/GB2008/000477	11 Feb 2008	Publ WO 2008/099155
US	12/525909	11 Feb 2008	Granted, US8073320
GB	0912076 7	11 Feb 2008	Granted, GB2457860
GB	1007963 0	11 Feb 2008	Granted, GB2467481

### 4 **SMA Actuator System (P209)**

Reduction of creep and fatigue in SMA actuators

Country	Application No	Filing Date	Status
PCT	PCT/GB2008/001402	22 Apr 2008	Publ WO2008/129291
US	12/596925	22 Apr 2008	Granted Patent US7974025
EP	08737059 9	22 Apr 2008	Granted, EP2140138

### 5 **Bias Spring (P217)**

A bias spring flexure to increase operating temperature range

Country	Application No	Filing Date	Status
PCT	PCT/GB2008/003657	28 Oct 2008	Publ WO2009/056822
EP	08844214 0	28 Oct 2008	Granted, EP2215359
US	12/740488	28 Oct 2008	Pending Application
JP	2010-531574	28 Oct 2008	Pending Application
CN	200880119900 0	28 Oct 2008	Abandoned
KR	10-2010-7011554	28 Oct 2008	Abandoned

**6 Extrapolation (P223)**

Techniques for extrapolating SMA position-temperature relation, to increase actuator stroke

Country	Application No	Filing Date	Status
PCT	PCT/GB2008/004015	3 Dec 2008	Publ WO2009/071898
GB	1008651 0	3 Dec 2008	Granted, GB2469759
GB	1207482 9	3 Dec 2008	Granted, GB2491684
GB	1207483 7	3 Dec 2008	Pending Application
US	12/745784	3 Dec 2008	Pending Application
JP	2010-536526	3 Dec 2008	Granted, JP5221672

**7 Improved SMA module design (P225)**

Four inventions to improve module manufacturability and performance

Country	Application No	Filing Date	Status
WO	PCT/GB2009/001853	24 Jul 2009	Publ WO2010/012991
US	13/056928	24 Jul 2009	Pending Application
GB	1100952 9	24 Jul 2009	Granted, GB2474173
GB	1113434 3	24 Jul 2009	Granted, GB2481146

**8 Optical Image Stabilisation (P227)**

SMA actuator system for camera shake correction

Country	Application No	Filing Date	Status
WO	PCT/GB2009/002195	11 Sep 2009	Publ WO2010/029316
EP	09743902 0	11 Sep 2009	Pending Application
CN	200980135083 2	11 Sep 2009	Pending Application
KR	10-2011-7008329	11 Sep 2009	Pending Application
US	13/063661	11 Sep 2009	Pending Application
JP	JP2011-526556	11 Sep 2009	Pending Application

**9 End-stop position (P236)**

Design feature to compensate for stroke reduction over life

Country	Application No	Filing Date	Status
WO	PCT/GB2009/002720	20 Nov 2009	Publ WO 2010/058177
EP	EP09759762 9	20 Nov 2009	Pending Application
US	13/129520	20 Nov 2009	Granted,US8395855

**10 OIS Gain (P237)**

Country	Application No	Filing Date	Status
GB	1018537 9	3 Nov 2010	Abandoned

**11 Thermal Models (P238)**

Thermal models to further compensate for non-linearities

Country	Application No	Filing Date	Status
WO	PCT/GB2009/002570	29 Oct 2009	Publ WO2010/049689
US	13/126401	29 Oct 2009	Granted,t b a
JP	2011-533812	29 Oct 2009	Pending Application
EP	09752887 1	29 Oct 2009	Granted,GB2342459

**12 OIS Opposing Wires (P241)**

Country	Application No	Filing Date	Status
WO	PCT/GB2010/000154	29 Jan 2010	Publ WO2010/089529
US	13/146475	29 Jan 2010	Pending Application
JP	2011-548762	29 Jan 2010	Pending Application
EP	EP10702530 6	29 Jan 2010	Pending Application

**13 Improved SMA module (P247)**

Further improvements to module design

Country	Application No	Filing Date	Status
WO	PCT/GB2010/000125	27 Jan 2010	Publ WO2010/089526
EP	EP10702160 2	27 Jan 2010	Granted,EP2394055
US	13/146462	27 Jan 2010	Granted,t b a

**14 Calibration (P254)**

Improved calibration procedure to avoid Rmin

Country	Application No	Filing Date	Status
GB	1215348 2	29 Aug 2012	Pending Application

**15 Tilted Flexures (P256)**

Tilted flexures to reduce lens translation

Country	Application No	Filing Date	Status
GB	1215350 8	29 Aug 2012	Pending Application

**16 OIS Lateral Compensation (P282)**

Country	Application No	Filing Date	Status
GB	1001887 7	5 Feb 2010	Abandoned

**17 Stewart Platform (P284)**

Country	Application No	Filing Date	Status
WO	PCT/GB2011/000272	28 Feb 2011	Pending Application
EP	EP11709759 2	28 Feb 2011	Pending Application
CN	201180008831 8	28 Feb 2011	Pending Application
KR	10-2012-7024964	28 Feb 2011	Pending Application
US	13/581150	28 Feb 2011	Pending Application
JP	2012-554410	28 Feb 2011	Pending Application

**18 Combined AF and OIS (P285)**

Country	Application No	Filing Date	Status
---------	----------------	-------------	--------

GB	1210495 6	13 Jun 2012	Pending Application
----	-----------	-------------	---------------------

#### **19 Auto-macro 2 (P286)**

Country	Application No	Filing Date	Status
GB	1210498 0	13 Jun 2012	Pending Application

#### **20 Variable Gain (P288)**

Country	Application No	Filing Date	Status
GB	1210500 3	13 Jun 2012	Pending Application

#### **21 Alternate hooks (P291)**

Country	Application No	Filing Date	Status
WO	PCT/GB2011/001164	3 Aug 11	Publ WO2012/020212
CN	201180038839 9	3 Aug 11	Pending Application
US	13/814766	3 Aug 11	Pending Application
GB	1302771 9	3 Aug 11	Pending Application
KR	10-2013-7005940	3 Aug 11	Pending Application

#### **22 OIS control with temperature sensor (P293)**

Country	Application No	Filing Date	Status
WO	PCT/2011001384	22 Sep 11	Publ WO2012/038703
GB	GB1306700 4	22 Sep 11	Pending Application
US	t b a	22 Sep 11	Pending Application

#### **23 Adaptive OIS (P295)**

Country	Application No	Filing Date	Status
GB	1222167 7	10 Dec 2012	Pending Application

#### **24 OIS lens shift drive (P299)**

Country	Application No	Filing Date	Status
WO	PCT/GB2011/001609	15 Nov 11	Publ WO2012/066285

**25 Wafer-scale actuator design (P301)**

Country	Application No	Filing Date	Status
GB	1203521 8	29 Feb 2012	Pending Application

**26 Self-tuning OIS (P305)**

Country	Application No	Filing Date	Status
GB	1213212.2	25 Jul 2012	Pending Application

**27 OIS with variable gain (P307)**

Country	Application No	Filing Date	Status
GB	1217755 6	4 Oct 2012	Pending Application

**28 OIS Lens shift and tilt (P308)**

Country	Application No	Filing Date	Status
GB	1301601 9	30 Jan 2013	Pending Application

**29 Focal Plane tilt (P309)**

Country	Application No	Filing Date	Status
GB	1301602 7	30 Jan 2013	Pending Application

**30 Compliant coupling OIS (P311)**

Country	Application No	Filing Date	Status
GB	1202693 6	16 Feb 2012	Pending Application
GB	1208713 6	17 May 2012	Pending Application
WO	PCT/GB2013/050382	18 Feb 2013	Pending Application

**31 Tilt OIS with position sensors (P312)**

Country	Application No	Filing Date	Status
GB	1307181 6	22 Apr 2013	Pending Application

**32 OIS Alternatives (P313)**

Country	Application No	Filing Date	Status
GB	1307190 7	22 Apr 13	Pending Application

**33 Flat 8-wire OIS (P314)**

Country	Application No	Filing Date	Status
WO	PCT/GB2013/050950	12 Apr 13	Pending Application

**34 4-wire Shift (P318)**

Country	Application No	Filing Date	Status
GB	1209230 0	25 May 2012	Pending Application
GB	1218271 3	11 Oct 2012	Pending Application

**35 Laminate suspension (P319)**

Country	Application No	Filing Date	Status
GB	1221306 2	27 Nov 2012	Pending Application

**36 Delta R control (P322)**

Country	Application No	Filing Date	Status
GB	1216292 1	12 Sept 2012	Pending Application
GB	1220485 5	14 Nov 2012	Pending Application

**37 Power saving (P324)**

Country	Application No	Filing Date	Status
GB	1219422 1	29 Oct 2012	Pending Application

**38 Wire deflection control (P326)**

Country	Application No	Filing Date	Status
GB	1306578 4	11 Apr 13	Pending Application

**SCHEDULE 2 - CHARGED AGREEMENT**

1 Agreement dated [REDACTED] between [REDACTED]  
[REDACTED] and [REDACTED]

**[END OF SCHEDULE 2]**



EXECUTED AS A DEED by )  
CAMBRIDGE )  
MECHATRONICS LIMITED )  
acting by A DSMANT , a )  
director, in the presence of )

*[Signature]*

Witness signature

Witness name

Witness address

*[Signature]*

C. E. FLETCHER

MERLIN PLACE

MILTON ROAD

CAMBRIDGE

Witness occupation

SOLICITOR

EXECUTED AS A DEED by )  
SUSSEX RESEARCH )  
LIMITED acting by )  
STEWART NEWTON, a director, )  
in the presence of )

*[Signature]*

Witness signature

Witness name

Witness address

*[Signature]*

SARA LOWNE

22 HILL TWISDOR

HAMPTON

TW12 2FD

Witness occupation

PA