

149233/10

395

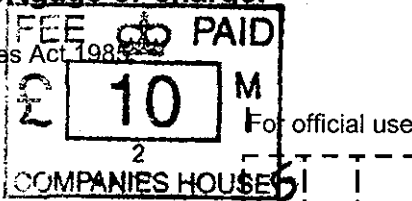
**Particulars of a mortgage or charge**

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

CHFP025

Pursuant to section 395 of the Companies Act 1985

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



For official use

Company number

3504198

Name of company

\* SENSTRONICS LIMITED

Date of creation of the charge

2 February 2004

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

Debenture

Amount secured by the mortgage or charge

See attached Appendix A

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

Launchchange Limited, a company incorporated in England and Wales with  
registered no. 2639894 and having its registered office at Hydrex  
House, 22/23 Garden Road, Richmond, Surrey,

Postcode TW9 4NR

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

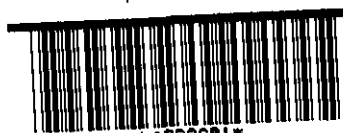
Dickson Minto W.S.  
Royal London House  
22-25 Finsbury Square  
London  
EC2A 1DX

Ref: A102/001/KBE/MJB/Senst1.lpd

Time critical reference

For official Use  
Mortgage Section

Post room

LD2  
COMPANIES HOUSE

\*LAPP96R1\*

0053  
20/02/04

See attached Appendix B.

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



Date

20/2/04

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

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

† delete as  
appropriate

## Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-  
  
Companies House, Crown Way, Cardiff CF14 3UZ

**SENSTRONICS LIMITED**  
**(Registered No. 3504198)**  
**Appendix A : Form 395 - Debenture**

**Amount Secured by the Mortgage or Charge**

The Company has agreed to enter into the Debenture to secure the repayment of the Secured Liabilities.

*All defined terms in this Appendix A shall have the meaning given in Appendix C.*

## SENSTRONICS LIMITED

(Registered No. 3504198)

## Appendix B : Appendix 395 - Debenture

1. Short particulars of all the property mortgaged or charged

The Company with full title guarantee, charges:

**FIRST** (by way of fixed charge and legal mortgage) all of its freehold and leasehold property both present and future during the continuance of the security created by the Debenture and the proceeds of sale thereof and the benefit of any covenants attaching thereto together with all buildings and fixtures (including, trade fixtures) and fixed plant and machinery from time to time therein subject in the case of any leasehold property to any necessary third party consent to such charge being obtained;

**SECOND** (by way of fixed charge) all plant, machinery, vehicles and other equipment at the date of the Debenture or thereafter owned by it;

**THIRD** (by way of fixed charge) the benefit of all present and future licences (statutory or otherwise) held in connection with its business or the user of any of the mortgaged property and the right to recover and receive all compensation which may at any time become payable to it in respect thereof;

**FOURTH** (by way of fixed charge) all licences and patents, copyrights, rights in trademarks whether registered or not, trade names, rights in service marks whether registered or not, registered designs, know-how, rights in confidential information and other intellectual property rights at the date of the Debenture or at any time belonging to it, in each case subject to any necessary third party's consent to such charge being obtained;

**FIFTH** (by way of fixed charge) the book debts due or owing to it both present and future;

**SIXTH** (by way of floating charge) its stock-in-trade and work-in-progress; and

**SEVENTH** (by way of floating charge) its undertaking and all of its other property and assets both present and future.

2. Set-Off

The Chargee, after the occurrence of a Declared Default, may (but shall not be obliged to) set off any obligation which is due and payable by the Company to the Chargee under the Note Instrument but remains unpaid against any matured obliged owed by the Chargee to the Company.

T  
95

3. **Assignment**

The Chargee may assign or otherwise transfer all of the rights, benefits and obligations under the Debenture to any person to whom all of the Chargee's rights, benefits and obligations under the Notes are assigned or transferred in accordance with the provisions of the Note Instrument and to whom all of the Chargee's shareholding (including all of the rights, benefits and obligations therein, thereunder and thereto) in the Company is assigned or transferred in accordance with the Company's articles of association.

*All defined terms in this Appendix B shall have the meaning given in Appendix C.*

Senstronics Limited  
(Registered No. 3504198)  
Appendix C : Form 395 - Debenture

**Definitions**

"**Declared Default**" means an Event of Default which has resulted in the Noteholders serving a notice under clause 13.2 of the Note Instrument.

"**Event of Default**" has the meaning given to it in the Note Instrument; and

"**Notes**" has the meaning given to it in the Note Instrument;

"**Noteholders**" has the meaning given to it in the Note Instrument;

"**Note Instrument**" means the convertible loan note instrument entered into by the company on or around the date of the Debenture constituting £2,750,000 5% convertible loan notes 2008.

"**Secured Liabilities**" means all monies or liabilities, whether present or future, actual or contingent, due or owing to the Chargee by the Company under the Notes except for any liability which, if it were so included, would result in the Debenture contravening section 151 of the Companies Act 1985.

Save where the contrary is indicated, any reference to:

"**book debts**" shall be construed as a reference to all debts due to the Company in the ordinary course of business and entered in the books relating to such business;

"**intellectual property**" shall be construed as a reference to the property described FOURTH in Clause 4 of the Debenture;

a "**person**" includes an individual, body corporate, partnership, government, state or agency of a state, in each case whether or not having separate legal personality;

"**stock-in-trade**" and "**work-in-progress**" shall (without prejudice to the generality of those expressions) be construed so as to include:

- (i) all materials wherever situated belonging to the Company which are intended to be or are in the course of being used for manufacture and all goods partly or wholly manufactured both present and future; and
- (ii) all general stores and stocks of fuel and like chattels belonging to the Company and used in or adapted or intended for use in the course of manufacture (but not including plant, machinery and motor vehicles) both present and future; and

a "**subsidiary**" shall be construed as a subsidiary within the meaning of section 736 of the Companies Act 1985 or any re-enactment or replacement thereof.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03504198

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 2nd FEBRUARY 2004 AND CREATED BY SENSTRONICS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO LAUNCHCHANGE 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 20th FEBRUARY 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24th FEBRUARY 2004.

A handwritten signature in black ink, appearing to be 'R' followed by a wavy line.



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES