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COMPANIES FORM No 395

Particulars of a mortgage or charge

395

CHFP000

A fee of £10 is payable to Companies House in respect of each register entry for the 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

4154556

Name of Company

* QinetiQ Group Limited (the "Company")

Date of creation of the charge

28 February 2003

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

A Fixed and Floating Security Document (the "Security Document") dated 28 February 2003 made between, inter alia, the Company and Lloyds TSB Bank plc.

Amount secured by the mortgage or charge

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Name and address of the mortgagees or persons entitled to the charge

Lloyds TSB Bank plc as security trustee (the "Security Trustee") for the benefit of the Finance Parties

Bank House, Wine Street, Bristol

Postcode

BS1 2AN

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

Linklaters
One Silk Street
London EC2Y 8HQ

Tel: 020 7456 2000

Please return

via

CH Ltd Courier

Ref: BSAJ/TXXB/VR01

For official Use
Mortgage Section

Post room

Time critical reference



LD7
COMPANIES HOUSE

0044
05/03/03

Please do not write
in this margin
Please complete
legibly, preferably
in black type or
bold block lettering

*insert full name of
company

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Please do not write
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legibly, preferably
in black type or
bold block lettering

Particulars as to commission allowance or discount (note 3)

Nil

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

Signed

Linklater

Date 4 March 2003

On behalf of chargee

Note

¹ Delete as appropriate

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 including 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:-

Name of Company

QinetiQ Group Limited

Company Number

4154556

Amount secured by the mortgage or charge

The "**Liabilities**", which are defined in the Security Document as meaning all present and future moneys, debts and liabilities due, owing or incurred by it to any Finance Party under or in connection with any Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise).

Short particulars of all the property mortgaged or charged

- 1 **Fixed Charges:** Each Chargor, with full title guarantee and as security for the payment of all Liabilities (whether of that or any other Chargor), charges in favour of the Security Trustee (as trustee for the Finance Parties):
- 1.1 **Present Real Property:** by way of first legal mortgage, all Real Property in England and Wales (including that described in Part A of Schedule 3 (*Real Property*) but excluding leasehold property as at the date of the Security Document and the Aquila Property and the Chertsey Property) belonging to it at the date of the Security Document.
- 1.2 **Future Real Property:** by way of first fixed equitable charge, all other Real Property belonging to it at the date of the Security Document (excluding Real Property situated in England and Wales) and all Real Property acquired by it thereafter with a value of or for a consideration of over £1,000,000 or the equivalent in another currency (in each case determined on the basis of each such individual acquisition).
- 1.3 **Other Assets:** by way of first fixed charge, all its present and future:
- 1.3.1 Book Debts (for the avoidance of doubt, to exclude those Book Debts charged under paragraph 1.3.9);
 - 1.3.2 Bank Accounts (except any Assigned Accounts);
 - 1.3.3 Investments;
 - 1.3.4 Group Shares and Dividends (including that described in Schedule 4 (*Group Shares*) to the Security Document);
 - 1.3.5 uncalled capital and goodwill;
 - 1.3.6 Material Intellectual Property (including that described in Schedule 5 (*Intellectual Property*) to the Security Document);
 - 1.3.7 beneficial interest in any pension fund;
 - 1.3.8 plant and machinery (including that described in Schedule 6 (*Plant and machinery*)); and
 - 1.3.9 proceeds and benefits in respect of the Insurances (excluding the Assigned Insurances) (including all claims relating to, and all returns of premium in respect of, those Insurances),

provided that:

unless and until the relevant Chargor has obtained the consent of the relevant licensee, licensor or (as the case may be) other relevant party (each of which is hereinafter referred to as a "**Consenting Party**") the Charges shall not extend to the Material Intellectual Property if and to the extent that the terms of the relevant agreement, licence or other document prohibit (either absolutely or without the consent of the relevant Consenting Party) the creation of fixed or, as the case may be, floating Security over the Material Intellectual Property. However, the relevant Chargor shall use all reasonable endeavours to obtain as soon as possible the consent of the relevant Consenting Party for that Chargor to create a fixed charge and/or floating charge over the relevant item of Material Intellectual Property as part of the Charges. On each such consent being obtained, the relevant item of Material Intellectual Property shall thereupon automatically become subject to the Charges which did not apply to it prior to such consent being obtained by reason of the foregoing provisions of this proviso and the relevant Chargor shall immediately produce such consent to the Security Trustee.

Short particulars of all the property mortgaged or charged

- 2 Assignment:** Each Chargor, with full title guarantee, hereby assigns absolutely to the Security Trustee (as trustee for the Finance Parties) all its present and future:
- 2.1** right, title and interest in and to the Assigned Accounts;
 - 2.2** right, title and interest in and to the Assigned Contracts, including all moneys payable to any Chargor, and any claims, awards and judgments in favour of, receivable or received by a Chargor, under or in connection with or pursuant to the Assigned Contracts;
 - 2.3** right, title and interest in and to all proceeds in respect of the Assigned Insurances and all benefits of the Assigned Insurances (including all claims relating to, and all returns of premium in respect of, the Assigned Insurances); and
 - 2.4** right, title and interest in and to the Assigned Reports, including any claims, awards and judgements in favour of, receivable or received by a Chargor, under or in connection with or pursuant to the Assigned Reports.
- 3 Floating Charge:** Each Chargor, with full title guarantee and as security for the payment of all Liabilities (whether of that or any other Chargor), charges in favour of the Security Trustee (as trustee for the Finance Parties) by way of first floating charge, its undertaking and all its assets, both present and future (including assets expressed to be charged by section 1 (*Fixed Charges*) above or assigned by section 2 (*Assignment*) above, subject to the proviso to section 1.3 (*Other Assets*) above.

Note (1): The Security Document provides that, amongst other things:

- 1 Ranking:** The floating Charge created by each Chargor ranks:
- 1.1** behind all the fixed Charges created by that Chargor; but
 - 1.2** in priority to any other Security over the Charged Assets of that Chargor except for:
 - 1.2.1** Security ranking in priority in accordance with paragraph (f) of Schedule 2 (*Rights of Receivers*) of the Security Document; and
 - 1.2.2** in the case of QinetiQ Limited, the Aquila Mortgage; and
 - 1.2.3** in the case of PreciS (2187) Limited, the Chertsey Mortgage.

Paragraph (f) of Schedule 2 (*Rights of Receivers*) of the Security Document provides that a Receiver has the right to borrow or raise money either unsecured or on the security of the Charged Assets (either in priority to the Charges or otherwise).

- 2 Conversion by Notice:** The Security Trustee may convert any floating Charge into a fixed Charge, without prejudice to the general law, (either generally or specifically) by notice in writing to the relevant Chargor specifying the relevant Charged Assets:
- 2.1** if it reasonably considers it desirable to do so in order to protect or preserve the Charges over those Charged Assets and/or the priority of those Charges; and/or
 - 2.2** while an Enforcement Event is continuing.
- 3 Automatic Conversion:** If:
- 3.1** any Chargor takes any step to create any Security in breach of section 4 (*Security*) below over any of the Charged Assets not subject to a fixed Charge; or

Short particulars of all the property mortgaged or charged

- 3.2** any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets,

the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge.

- 4** **Security:** No Chargor shall create or permit to subsist any Security (other than the Charges):

- 4.1** over any Charged Asset, except as permitted by Clause 25.6 (*Negative pledge*) of the Facility Agreement; or

- 4.2** over the Fixed Charged Assets, except with the prior written consent of the Security Trustee and as a condition of such consent, such security may be required to be granted only on those terms and conditions (including in relation to matters of priority and enforcement) as the Security Trustee may reasonably specify.

- 5** **Disposal:** No Chargor shall (*nor shall any Chargor agree to*) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of:

- 5.1** any of the Group Shares, Assigned Accounts, Assigned Contracts, Assigned Insurances or Assigned Reports; or

- 5.2** any other Charged Asset except as permitted by Clause 25.7 (*Disposals*) of the Facility Agreement.

Note (2): In this Form, except to the extent that the context requires otherwise:

"Accession Letter" means a document substantially in the form set out in Schedule 6 (*Form of Accession Letter*) of the Facility Agreement.

"Acquired Company" means QinetiQ Group PLC (to be re-registered as a private company and renamed QinetiQ Group Limited prior to the Acquisition Closing Date) a company incorporated in England and Wales (registered no. 4154556) whose registered office is at 85 Buckingham Gate, London SW1E 6PD.

"Acquired Group" means the Acquired Company and its Subsidiaries, being as at the date of the Facility Agreement, the companies listed in Schedule 11 (*Acquired Group*) of the Facility Agreement.

"Acquisition" means the acquisition by QinetiQ Holdings Limited of the Acquired Company pursuant to the Acquisition Documents.

"Acquisition Agreement" means the sale and purchase agreement dated on or about the date of the Facility Agreement between the Secretary of State for Defence (as the MoD) and QinetiQ Holdings Limited relating to the sale and purchase of the Acquired Company.

"Acquisition Closing Date" means the "Completion Date", as defined in the Acquisition Agreement.

"Acquisition Documents" means the Transaction Documents (as defined in the Acquisition Agreement), the documents in Agreed Form (for these purposes as defined in the Acquisition Agreement) and any other documents delivered at signing of the Acquisition Agreement or on the Acquisition Closing Date in connection therewith and any other document designated as such by the Agent and QinetiQ Holdings Limited.

Short particulars of all the property mortgaged or charged

"Affiliate" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

"Agent" means Lloyds TSB Bank plc.

"Agent's Spot Rate of Exchange" means the Agent's spot rate of exchange for the purchase of the relevant currency with the Base Currency in the London foreign exchange market at or about 11:00 a.m. on a particular day.

"Agreed Form" means, in relation to a document, that:

- (a) it is in a form initialled by or on behalf of QinetiQ Holdings Limited and the Agent on or before the signing of the Facility Agreement for the purposes of identification; or
- (b) if not falling within sub-paragraph (a) above, it is in form and substance satisfactory to the Agent (acting reasonably) and initialled by or on behalf of the Agent for the purposes of identification.

"Ancillary Commitment" means, in relation to an Ancillary Facility, the maximum amount (expressed in the Base Currency) from time to time agreed (whether or not subject to satisfaction of conditions precedent and whether or not utilised) to be made available under that Ancillary Facility and authorised under Clause 9 (*Ancillary Facilities*) of the Facility Agreement, to the extent not cancelled or reduced under the Facility Agreement.

"Ancillary Facility" means an ancillary facility made available by an Ancillary Lender in accordance with Clause 9 (*Ancillary Facilities*) of the Facility Agreement.

"Ancillary Facility Document" means a document setting out the terms of an Ancillary Facility.

"Ancillary Lender" means a Lender which agrees to make available an Ancillary Facility in accordance with Clause 9 (*Ancillary Facilities*) of the Facility Agreement.

"Applicable Accounting Principles" means the generally accepted accounting principles, standards and practices in the United Kingdom and financial reference periods, in each case used in the Original Financial Statements (as updated from time to time in accordance with the Facility Agreement).

"Aquila Property" means the freehold property known as DERA Aquila, Golf Road, Bromley, Kent, registered at HM Land Registry with title numbers SGL627126 and K219494.

"assets" include present and future properties, revenues and rights of every description.

"Assigned Accounts" means the LTPA Prepayment Account and any other Bank Account subsequently designated as such by the Security Trustee and a Chargor.

"Assigned Contracts" means (1) the long term partnering agreement to be entered into on or about the Acquisition Closing Date between the MoD and QinetiQ Limited and (2) a separate indemnity as referred to in the definition of "Pershore Lease" in the Facility Agreement, to be granted on or before the date of the Security Document to QinetiQ Limited.

"Assigned Insurances" means the Insurances listed in Schedule 9 (*Assigned Insurances*) of the Security Document.

"Assigned Reports" means:

- (a) the report prepared by Herbert Smith relating to the regulatory position of the Acquired Group;

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- (b) the report prepared by Burness in relation to matters such as consents required by the Acquired Group under Scottish law; and
- (c) the report prepared by Holman Fenwick & Willan in relation to matters relating to shipping.

"Available Commitment" means, in relation to a Facility, a Lender's Commitment under that Facility minus:

- (a) the Base Currency Amount of its participation in any outstanding Utilisations under that Facility; and
- (b) in relation to any proposed Utilisation, the Base Currency Amount of its participation in any Utilisations that are due to be made under that Facility on or before the proposed Utilisation Date,

other than, in relation to any proposed Utilisation under Facility C only, that Lender's participation in any Facility C Utilisations that are due to be repaid or prepaid on or before the proposed Utilisation Date.

"Available Facility" means, in relation to a Facility, the aggregate for the time being of each Lender's Available Commitment in respect of that Facility.

"Bank Accounts" of a Chargor means all current, deposit or other accounts with any bank or financial institution in which it at the date of the Security Document or in the future has an interest and (to the extent of its interest) all balances at the date of the Security Document or in the future standing to the credit of those accounts.

"Base Currency" or "£" means sterling.

"Base Currency Amount" means, in relation to a Utilisation, the amount specified in the Utilisation Request delivered by a Borrower for that Utilisation (or, if the amount requested is not denominated in the Base Currency, that amount converted into the Base Currency at the Agent's Spot Rate of Exchange on the date which is three Business Days before the Utilisation Date or, if later, on the date the Agent receives the Utilisation Request and, in the case of a Letter of Credit, as adjusted under Clause 6.8 (*Revaluation of Letters of Credit*) of the Facility Agreement at six-monthly intervals) adjusted to reflect any repayment (other than, in relation to a Term Facility, a repayment arising from a change of currency), prepayment, consolidation or division of the Utilisation.

"Book Debts" of a Chargor means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), at the date of the Security Document or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind.

"Borrower" means QinetiQ Holdings Limited or a company which becomes an Additional Borrower in accordance with Clause 29 (*Changes to the Obligors*) of the Facility Agreement.

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in London and:

- (a) (in relation to any date for payment or purchase of a currency other than euro) the principal financial centre of the country of that currency; or
- (b) (in relation to any date for payment or purchase of euro) any TARGET Day.

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"Carlyle Co-Invest" means New Co-Invest L.P. acting through Carlyle Co-Invest GP Limited, a company incorporated in Guernsey whose registered office is at PO Box 543, Fort Complex, Les Tracheries, St Sampson, Guernsey GY1 6HJ, as general partner.

"Carlyle Investor" means the CQ Limited Partnership acting through CEP Investment Administration Limited, a company incorporated in Guernsey whose registered office is at PO Box 543, Fort Complex, Les Tracheries, St Sampson, Guernsey GY1 6HJ, as general partner.

"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets.

"Charged Insurances" means the Insurances subject to a first fixed charge under section 1 (*Fixed Charges*) above.

"Charges" means all or any of the Security created or expressed to be created by or pursuant to the Security Document.

"Chargors" means the Company, QinetiQ Limited (Registered No. 3796233), Precis (2187) Limited (Registered No. 4383398) and Precis (2188) Limited (Registered No. 4383249).

"Chertsey Property" means the freehold property known as QinetiQ Chertsey, Chobham Lane, Long Cross, Chertsey KT16 0EE registered at HM Land Registry with title number SY703980.

"Commitment" means a Facility A Commitment, Facility B Commitment, Facility C Commitment or Ancillary Commitment.

"DERA" means the Defence Evaluation and Research Agency, a division of the MoD.

"Dividends" means all present and future:

- (a) dividends and distributions of any kind and any other sum received or receivable in respect of any of the Group Shares;
- (b) rights, shares, money or other assets accruing or offered by way of redemption, bonus, option or otherwise in respect of any of the Group Shares;
- (c) allotments, offers and rights accruing or offered in respect of any of the Group Shares; and
- (d) other rights and assets attaching to, deriving from or exercisable by virtue of the ownership of, any of the Group Shares.

"Enforcement Event" means any event or circumstance specified as such in Clause 27 (*Events of Default*) of the Facility Agreement.

"Facility" means Facility A, Facility B or Facility C.

"Facility A" means the term loan facility made available under the Facility Agreement as described in paragraph (a) of Clause 2.1 (*The Facilities*) of the Facility Agreement.

"Facility A Commitment" means:

- (a) in relation to an Original Lender, the amount in the Base Currency set opposite its name under the heading "Facility A Commitment" in Part II or Part III of Schedule 1 (*The Original Parties*) of the Facility Agreement and the amount of any other Facility A Commitment transferred to it under the Facility Agreement; and
- (b) in relation to any other Lender, the amount in the Base Currency of any Facility A Commitment transferred to it under the Facility Agreement,

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to the extent not cancelled, reduced or transferred by it under the Facility Agreement.

"Facility A Lender" means:

- (a) any Original Facility A Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Facility A Lender in accordance with Clause 28 (*Changes to the Lenders*) of the Facility Agreement,

which in each case has not ceased to be a Facility A Lender in accordance with the Facility Agreement.

"Facility A Loan" means a loan made or to be made under Facility A or the principal amount outstanding for the time being of that loan.

"Facility Agreement" means the £455,000,000 facility agreement dated on or before the date of the Security Document between QinetiQ Holdings Limited, the Mandated Lead Arrangers, the Lenders named in that agreement and the Agent and Security Trustee.

"Facility B" means the term loan facility made available under the Facility Agreement as described in paragraph (b) of Clause 2.1 (*The Facilities*) of the Facility Agreement.

"Facility B Commitment" means:

- (a) in relation to an Original Lender, the amount in the Base Currency set opposite its name under the heading "Facility B Commitment" in Part II or Part III of Schedule 1 (*The Original Parties*) of the Facility Agreement and the amount of any other Facility B Commitment transferred to it under the Facility Agreement; and
- (b) in relation to any other Lender, the amount in the Base Currency of any Facility B Commitment transferred to it under the Facility Agreement,

to the extent not cancelled, reduced or transferred by it under the Facility Agreement.

"Facility B Lender" means:

- (a) any Original Facility B Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Facility B Lender in accordance with Clause 28 (*Changes to the Lenders*) of the Facility Agreement,

which in each case has not ceased to be a Facility B Lender in accordance with the Facility Agreement.

"Facility B Loan" means a loan made or to be made under Facility B or the principal amount outstanding for the time being of that loan.

"Facility C" means the revolving credit facility made available under the Facility Agreement as described in paragraph (c) of Clause 2.1 (*The Facilities*) of the Facility Agreement, part of which may be designated as an Ancillary Facility in accordance with Clause 9 (*Ancillary Facilities*) of the Facility Agreement.

"Facility C Borrower" means:

- (a) QinetiQ Holdings Limited; and
- (b) each Borrower identified as Facility C Borrowers in Part I of Schedule 1 (*The Original Parties*) of the Facility Agreement under the heading "The Acquisition Closing Date Obligors"; and

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- (c) any Additional Borrower identified in an Accession Letter as a Borrower under Facility C, in (b) and (c) above following accession as an Obligor in accordance with the Facility Agreement.

"Facility C Commitment" means:

- (a) in relation to an Original Lender, the amount in the Base Currency set opposite its name under the heading "Facility C Commitment" in Part II or Part III of Schedule 1 (*The Original Parties*) of the Facility Agreement and the amount of any other Facility C Commitment transferred to it under the Facility Agreement; and
- (b) in relation to any other Lender, the amount in the Base Currency of any Facility C Commitment transferred to it under the Facility Agreement,

to the extent not cancelled, reduced or transferred by it under the Facility Agreement (including a reduction pursuant to Clause 9 (*Ancillary Facilities*) of the Facility Agreement).

"Facility C Lender" means:

- (a) any Original Facility C Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Facility C Lender in accordance with Clause 28 (*Changes to the Lenders*) of the Facility Agreement,

which in each case has not ceased to be a Facility C Lender in accordance with the Facility Agreement.

"Facility C Loan" means a loan made or to be made under Facility C or the principal amount outstanding for the time being of that loan.

"Facility C Utilisation" means a Facility C Loan or a Letter of Credit.

"Fee Letter" means any letter or letters dated on or prior to the date of the Facility Agreement between, as the case may be, a Mandated Lead Arranger and QinetiQ Holdings Limited, the Agent and QinetiQ Holdings Limited, the Security Trustee and QinetiQ Holdings Limited or an Issuing Bank and QinetiQ Holdings Limited setting out any of the fees referred to in Clause 15 (*Fees*) of the Facility Agreement.

"Finance Document" means each Accession Letter, any Ancillary Facility Document, each Fee Letter, the Facility Agreement, each Hedging Document, the Hedging Letter, each QinetiQ Support Document, the Syndication Side Letter, each Security Document and any other document designated as such by the Agent and QinetiQ Holdings Limited.

a **"Finance Document"** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended or novated.

"Finance Party" means the Agent, an Ancillary Lender, a Mandated Lead Arranger, an Issuing Bank, a Lender, a Hedging Bank or the Security Trustee.

"Financial Indebtedness" means any indebtedness for or in respect of (without double counting):

- (a) moneys borrowed;
- (b) any amount raised by acceptance under any acceptance credit facility;
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;

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- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with the Applicable Accounting Principles, be treated as a finance or capital lease;
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;
- (g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the net marked to market value shall be taken into account);
- (h) shares which are expressed to be redeemable prior to the date which is eight years after the Acquisition Closing Date;
- (i) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution;
- (j) the amount of any liability in respect of any credit for goods and services raised in the ordinary course of trade outstanding for more than 180 days after its customary date of payment; and
- (k) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (j) above.

"Fixed Charged Asset" means:

- (a) any Charged Asset subject to a first fixed charge under paragraph 1.1 (*Present Real Property*) and sub-paragraphs 1.3.1, 1.3.2, 1.3.4, 1.3.5, 1.3.6 and 1.3.7 (*Other Assets*), or assigned under paragraph 2 (*Assignment*), and any other Charged Asset expressed to be subject to a first fixed charge under paragraph 1 (*Fixed Charges*) if designated as such by the Security Trustee acting reasonably; and
- (b) any Charged Asset in respect of which the Security Trustee requests action to be taken to perfect fixed Charges over those Charged Assets in accordance with Clauses 8.5 (*Future Real Property*), 11.2 (*Documents*), 12.2 (*Documents*) and 14.2 (*Documents*) of the Security Document.

"Fixtures" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus.

"Group" means QinetiQ Holdings Limited and its Subsidiaries for the time being.

"Group Shares" means the shares set out in Schedule 4 (*Group Shares*) to the Security Document and any other shares in Material Subsidiaries held from time to time.

"Guarantor" means QinetiQ Holdings Limited or a company which becomes an Additional Guarantor in accordance with Clause 29 (*Changes to the Obligors*) of the Facility Agreement.

"Hedging Bank" means a Lender (or an Affiliate of a Lender) which accedes as a Hedging Bank to the Facility Agreement pursuant to Clause 28.8 (*Hedging Banks*) of the Facility Agreement.

"Hedging Documents" means the documents entered into between an Obligor and a Hedging Bank for the purpose of implementing the hedging strategy required by the Hedging Letter and

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which comply with paragraph (b) of Clause 28.8 (*Hedging Banks*) of the Facility Agreement and includes all master documentation, schedules, confirmations and other relevant documentation.

"Hedging Letter" means a letter dated on or about the date of the Facility Agreement setting out the hedging strategy agreed in relation to the Facilities.

"Holding Company" means, in relation to a company or corporation, any other company or corporation in respect of which it is a *Subsidiary*.

"Insurances" of a Chargor means all contracts and policies of insurance of any kind at the date of the Security Document or in the future taken out by or on behalf of it or (to the extent of its interest) in which it at the date of the Security Document or in the future has an interest.

"Intellectual Property" of a Chargor means all patents, copyrights, topographies, trademarks, service marks, trading names, logos, registered and unregistered design rights, database rights, domain names, rights in commercial confidential information and written and/or documented know-how of commercial value, and all other similar rights in any part of the world, which it at the date of the Security Document or in the future owns or (to the extent of its interest) in which it at the date of the Security Document or in the future has an interest (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same and wherever subsisting).

"Intra-Group Subordination Agreement" means the subordination agreement in the Agreed Form to be entered into on the Acquisition Closing Date initially between QinetiQ Limited and QinetiQ Ventures Limited, with provision for accession by other members of the Group.

"Investments" of a Chargor means:

- (a) securities and investments of any kind (including stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit);
- (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments;
- (c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person); and
- (d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights,

in each case at the date of the Security Document or in the future owned by it or (to the extent of its interest) in which it at the date of the Security Document or in the future has an interest (excluding the Group Shares) and **"Investment"** shall mean any single item falling within any of the foregoing categories.

"Investor Support Letter" means the letter dated on or before the date of the Facility Agreement between Carlyle Co-Invest, the Carlyle Investor, QinetiQ Holdings Limited and the Security Trustee (on behalf of the Finance Parties) in relation to, *inter alia*, application of proceeds of claims under certain Reports.

"Issuing Bank" means the Original Issuing Bank and any Facility C Lender which from time to time has notified the Agent in writing that it has agreed to QinetiQ Holdings Limited's request to issue a Letter of Credit as an Issuing Bank for the purposes of the Facility Agreement.

Short particulars of all the property mortgaged or charged

"Lender" means a Facility A Lender, Facility B Lender or a Facility C Lender.

"Letter of Credit" means a letter of credit, substantially in the form set out in Schedule 10 (*Form of Letter of Credit*) of the Facility Agreement or in any other form requested by a Facility C Borrower and agreed by the Agent (with the prior consent of all the Facility C Lenders) and the relevant Issuing Bank.

"Loan" means a Facility A Loan, Facility B Loan or Facility C Loan.

"LTPA Direct Agreement" means the agreement so entitled dated on or before the Acquisition Closing Date between, among others, the MoD and the Security Trustee.

"LTPA Prepayment Account" means such interest bearing account of QinetiQ Limited with the Agent as the Agent may designate for such purpose.

"Majority Lenders" means a Lender or Lenders whose Available Commitments and participations in the Utilisations then outstanding aggregate more than 66⅔ per cent. of the Available Facilities and all the Utilisations then outstanding. For the purpose of this definition, the provisions of Clause 9.5 (*Adjustments to Facility C Commitment*) of the Facility Agreement shall not apply.

"Mandated Lead Arrangers" means Barclays Capital and Lloyds TSB Bank plc.

"Material Intellectual Property" means the Intellectual Property listed in Schedule 5 (*Intellectual Property*) to the Security Document and any other Intellectual Property which may be agreed between the Security Trustee and the Chargors as being Material Intellectual Property for the purposes of the Finance Documents.

"Material Subsidiary" means:

- (a) each Borrower, Guarantor and Chargor;
- (b) a Subsidiary of QinetiQ Holdings Limited the (i) EBITDA, (ii) total gross assets or (iii) turnover of which, as at the date QinetiQ Holdings Limited's latest consolidated financial statements were prepared or, as the case may be, for the financial period to which those financial statements related represent 5 per cent. or more of the consolidated EBITDA, consolidated total gross assets or consolidated turnover of the Group (all as calculated by reference to the latest financial statements of the Group); and
- (c) a Subsidiary of QinetiQ Holdings Limited to which has been transferred (whether in a single transaction or a series of transactions (whether related or not)) the whole or substantially the whole of the assets of a Subsidiary which immediately prior to such transaction(s) was a Material Subsidiary.

For the purposes of this definition if a Subsidiary is acquired by QinetiQ Holdings Limited after the end of the financial period to which the latest consolidated financial statements of the Group relate, those financial statements shall be adjusted as if that Subsidiary had been shown in them by reference to its then latest financial statements (consolidated if appropriate) until consolidated financial statements of the Group for the financial period in which the acquisition is made have been prepared.

"MoD" means Her Majesty's Ministry of Defence and any of its departments and agencies, as the context requires.

"MoD Support Agreement" means a support agreement (or agreements) in relation primarily to the rights of MoD to an enforcement by the Security Trustee of rights under the Security

Short particulars of all the property mortgaged or charged

Documents dated on or about the date of the Facility Agreement and between, amongst others the MoD and the Security Trustee.

"Obligor" means a Borrower or a Guarantor.

"Original Facility A Lender" means a Lender listed in Part II of Schedule 1 (*The Original Parties*) of the Facility Agreement as having a Facility A Commitment.

"Original Facility B Lender" means a Lender listed in Part II of Schedule 1 (*The Original Parties*) of the Facility Agreement as having a Facility B Commitment.

"Original Facility C Lender" means a Lender listed in Part II of Schedule 1 (*The Original Parties*) of the Facility Agreement as having a Facility C Commitment.

"Original Financial Statements" means:

- (a) in relation to QinetiQ Holdings Limited, the Pro Forma Balance Sheet;
- (b) in relation to each Obligor other than QinetiQ Holdings Limited and the Acquired Company, its most recent audited financial statements for a financial year ended on or prior to the date of its accession to the Facility Agreement; and
- (c) in relation to the Acquired Company, the audited consolidated financial statements of the Acquired Group for the 9 months from 30 June 2001 to 31 March 2002.

"person" includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing.

"Original Issuing Bank" means Lloyds TSB Bank plc.

"Pro Forma Balance Sheet" means the pro forma balance sheet of QinetiQ Holdings Limited prepared on the basis of the projected consolidated financial position of the Group immediately after the Acquisition assuming for these purposes that the Acquisition occurs on the Effective Date (as defined in the Acquisition Agreement).

"QinetiQ Support Document" means the MoD Support Agreement, the Investor Support Letter, the LTPA Direct Agreement, the Intra-Group Subordination Agreement and any document in relation to the subordination of the Subordinated Intra-Group Debt or other debt and any other document designated as such by the Agent and QinetiQ Holdings Limited.

"Real Property" means freehold and leasehold property in England and Wales and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures (other than tenants' fixtures and fittings, but including the Chargors' fixtures and fittings) from time to time therein or thereon).

"Receiver" means an administrative receiver, receiver and manager or other receiver appointed in respect of the Charged Assets.

"Reports" means the documents listed in paragraph 6 of Part I of Schedule 2 (*Conditions Precedent*) of the Facility Agreement.

"Security" includes a mortgage, charge, pledge, lien, or other security interest, securing any obligation of any person or any other agreement or arrangement having a similar effect.

Short particulars of all the property mortgaged or charged

"Security Documents" means the documents listed in paragraph 3(a) of Part I and paragraph 14(a)(i) and (b) of Part II of Schedule 2 (*Conditions Precedent*) of the Facility Agreement and any other security document that may at any time be given as security for any of the Liabilities.

"Subordinated Intra-Group Debt" means:

- (a) the subordinated loan of up to £25,000,000 to be granted by QinetiQ Ventures Limited to QinetiQ Limited on or after the Acquisition Closing Date; and
- (b) any other unsecured Financial Indebtedness on terms satisfactory to the Agent (acting on the instructions of the Majority Lenders) of an Obligor to a member of the Group other than an Obligor subordinated to all amounts which may be or become payable to the Finance Parties under the Finance Documents by, where appropriate, execution of an accession to the Intra-Group Subordination Agreement or otherwise on terms satisfactory to the Agent (acting on the instructions of the Majority Lenders).

"Subsidiary" means a subsidiary within the meaning of section 736 of the Companies Act 1985 and, for the purpose of Clause 24 (*Financial covenants*) of the Facility Agreement and in relation to financial statements of the Group, a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985.

"Syndication Side Letter" means the letter dated on or about the date of the Acquisition Agreement between Barclays Capital as Mandated Lead Arranger and QinetiQ Holdings Limited relating to the co-underwriting and syndication of the Facilities.

"TARGET Day" means any day on which TARGET is open for the settlement of payments in euro.

"Term Facility" means Facility A or Facility B.

"Term Loan" means a Facility A Loan or a Facility B Loan.

"Utilisation" means a Loan or a Letter of Credit (but not a utilisation of an Ancillary Facility).

"Utilisation Date" means the date on which a Utilisation is, or is to be, made.

"Utilisation Request" means (in relation to a Loan) a notice substantially in the form set out in Part I of Schedule 3 (*Requests*) of the Facility Agreement or (in relation to a Letter of Credit) a notice substantially in the form set out in Part II of Schedule 3 (*Requests*) of the Facility Agreement.

Note (3):

- 1 The Real Property specified in Schedule 3 (*Real Property*) to the Security Document is as follows:

Part A - Freehold Property in England and Wales**QINETIQ LIMITED**

Property	Title number
The QinetiQ airfield site at Aberporth, Ceredigion	CYM28364
Land known as QinetiQ Alverstoke, Fort Road, Gosport PO19 2DU	HP601572
Land known as QinetiQ Angle, Pembroke (formerly East Blockhouse Army Artillery Range)	CYM25243

Name of Company

QinetiQ Group Limited

Company Number

4154556

Short particulars of all the property mortgaged or charged

Property	Title number
The land being Bedford Enclave Site, Thurleigh, Bedford	BD220483
The land known as Bedford Tunnel Site, Milton Ernest, Bedford and the land known as the Pumping Station to the south of Crossways Farm, Sharnbrook, Bedford	BD220553 (in respect of the Bedford Tunnel Site) BD222638 (in respect of the Pumping Station)
The land at Bincleaves, Newtons Road, Weymouth DT4 8UR	DT287170
Land lying to the South West of Barrack Road, Christchurch	DT286793
Land at Cobbett Hill, Cobbett Hill Road, Normandy, Guildford	SY705333
The land known as land and buildings at Ively Road, Farnborough known as Cody	HP604206
The land known as Fort Halstead, nr Sevenoaks, Kent, TN14 7BP	That part of title number K826391 as is transferred to QinetiQ Limited in accordance with Clause 5.9(A)(1) of the Acquisition Agreement.
Fraser, Eastney, Portsmouth to West of Fort Cumberland	PM4934
Land and buildings at Funtington North, Common Road, Funtington, Chichester PO18 9PD	WSX255621
Property known as the Haslar Marine Technology Park, Haslar Road, Gosport	HP602038 and HP256711
All the land known as Hurn Main Site, Boundary Lane, Hurn, Dorset	DT287069
Land at Hurn, Barnsfield Heath	DT286926
Land and buildings at Lower Court Wood in the Parish of Damerham, Hampshire	HP4868
Land being the QinetiQ Site at Hutton Moor, Weston-Super-Mare	ST196525
Malvern Technology Park, St. Andrews Road, Malvern, Worcestershire (excluding that part of the land to be transferred back to the MOD pursuant to Clause 5.9(A)(8) of the Acquisition Agreement)	HW128116
Land at Throckmorton, Pershore, Worcestershire	WR58979
Land being the Portsmouth Technology Park, Southwick Road, Cosham	PM5002
Land known as Pyestock lying on the northside of Ively Road, Farnborough (excluding that part of the land to be transferred back to the MOD pursuant to Clause 5.9(A)(9))	HP603630

Short particulars of all the property mortgaged or charged

Property	Title number
of the Acquisition Agreement)	
Land at Pyestock formerly owned by the MoD, being part of the land registered under Title Number HP623188, as referred to at Clause 5.9(a)(i) of the Acquisition Agreement	[]
Land being the former Defence and Evaluation and Research Agency Establishment, Kingston Lane, West Drayton	AGL91546
Land at the foreshore area of Bincleaves formerly owned by the Crown Estate (as more particularly described in Clause 5.9(A)(3) of the Acquisition Agreement)	[]
Land at the foreshore area of Haslar formerly owned by the Crown Estate (as more particularly described in Clause 5.9(A)(5) of the Acquisition Agreement)	[]

Part B - Leasehold Property in England, Wales and Scotland**QINETIQ LIMITED**

Property	Title Number (if applicable)
Farnborough Basingstoke Canal Bridge (Pyestock)	n/a
Bristol Building 520 Business Park for a term expiring in 2015	n/a
Bristol Building 530 Business Park for a term expiring on 23 March 2016	GR216794
84/85 Buckingham Gate (2 nd floor), London for a term expiring on 27 September 2006 (sub-lease)	n/a
Unit 2 Leigh Estate, Warrington aka Greenfold Way, Leigh, Wigan for a term expiring in 2016	n/a
Royal Ordnance, Bridgwater Buildings, 4/106B, 1/3C Pt 6/128, 1/63, 1/3E, Pt 1/3G, Pt 1/3, Pt 1/3D for a term expiring in 2006	n/a
Royal Ordnance, Bridgwater Building 1/2 for a term expiring in 2006	n/a
Livingston: The Alba Campus (Scottish lease) for a term expiring on 14 December 2004	n/a
Darenth House, 84 Main Road, Sundridge, Sevenoaks for a term expiring on 23 June 2014	n/a

Part C - Leasehold Property outside England, Wales and Scotland

None

Short particulars of all the property mortgaged or charged

2 The Group Shares specified in Schedule 4 (*Group Shares*) to the Security Document are as follows:

1. Shares in Science Enterprises Inc.
2. Shares in QinetiQ Ventures Limited.
3. Shares in QinetiQ Limited.
4. Shares in Precis (2187) Limited.
5. Shares in Precis (2188) Limited.

3 The Intellectual Property specified in Schedule 5 (*Intellectual Property*) to the Security Document is as follows:

QINETIQ LIMITED

Portfolio	CaseNumber	PriorityDate	PriorityNumber	Title
LC Materials	01P 0005	11/01/1984	8400665	Liquid crystal dioxans
LC Materials	01P 0074	04/07/1984	8417059	Double biphenyl esters
LC Materials	01P 0102	13/11/1984	8428653	Liquid crystal materials
LC Materials	01P 0106	22/01/1985	8501509	Liquid crystal materials
LC Materials	01P 0210	19/06/1985	8515510	Liquid crystal materials
LC Materials	01P 0221	19/08/1985	8520714	Liquid crystal materials
LC Materials	01P 0229	19/08/1985	8520715	Liquid crystal materials
LC Materials	01P 0276	29/01/1986	8602168	Liquid crystals
LC Materials	01P 0281	26/01/1985	8501999	Liquid crystal materials
LC Materials	01P 0283	19/03/1986	8606748	Surface layer growth
LC Materials	01P 0353	28/04/1986	8610349	Liquid crystal materials
LC Materials	01P 0383	23/06/1986	8615316	Liquid crystals
LC Materials	01P 0391	01/10/1986	8623582	Liquid crystal compounds
LC Materials	01P 0391	01/10/1986	8623582	Liquid crystal compounds
LC Materials	01P 0393	17/06/1986	8614676	Bithenyl ethanes
LC Materials	01P 0428	19/10/1985	8524879	Liquid crystal materials
LC Materials	01P 0444	21/11/1986	8627901	Methoxy-bridged liquid crystal compounds
LC Materials	01P 0450	08/12/1986	8629322	Cyano-terpenoid esters
LC Materials	01P 0463	11/02/1987	8703103	Terphenyl derivatives in liquid crystals
LC Materials	01P 0478	20/06/1986	8604330	Liquid crystals - extended octanol esters

Short particulars of all the property mortgaged or charged

Portfolio	CaseNumber	PriorityDate	PriorityNumber	Title
LC Materials	01P 0526	08/03/1988	8805478	Growing semiconductor material
LC Materials	01P 0582	19/10/1987	8724458	Lateral cyano terphenyls
LC Materials	01P 0582	19/10/1987	8724458	Lateral cyano terphenyls
LC Materials	01P 0623	18/12/1987	8729502	Naphthoic acid cyano esters
LC Materials	01P 0623	18/12/1987	8729503	Naphthoic acid cyano esters
LC Materials	01P 0623	18/12/1987	8729865	Naphthoic acid cyano esters
LC Materials	01P 0623	18/12/1987	8729982	Naphthoic acid cyano esters
LC Materials	01P 0634	24/02/1988	8804330	Fluorinated cyanophenyl esters
LC Materials	01P 0666	19/08/1988	8819761.1	Growth of ZnSe & ZnS layers
LC Materials	01P 0689	16/06/1988	8814327	Fluorinated cyano terphenyls
LC Materials	01P 0695	15/08/1988	8819345.3	Difluorophenyl esters
LC Materials	01P 0743	16/01/1989	8900870	Naphthyl liquid crystals
LC Materials	01P 0743	16/01/1989	8925414	Naphthyl liquid crystals
LC Materials	01P 0772	04/05/1989	8910240.4	Phenyl ester liquid crystals
LC Materials	01P 0793	15/06/1989	8913799.6	Preparation of mixed alkyls
LC Materials	01P 0839	14/12/1989	8928282.6	Liquid crystal materials
LC Materials	01P 0884	08/02/1990	9002830	Liquid crystal cyanoalkanes & cyanoalkenes
LC Materials	01P 0888	02/07/1990	9014688.7	Liquid crystal polyacrylates
LC Materials	01P 0890	11/06/1990	9012968.5	Liquid crystal thiol compound
LC Materials	01P 0999	16/01/1989	8900870.0	Naphthyl liquid crystals
LC Materials	01P 2014	11/06/1992	9212354.6	Discotic compounds
LC Materials	01P 2016	05/06/1992	9212013.8	Liquid crystal polymers
LC Materials	01P 2017	05/06/1992	9212003.9	Liquid crystal polymers
LC Materials	01P 2018	05/06/1992	9212012.0	Liquid crystal polymers
LC Materials	01P 2108	16/10/1992	9221820.5	Thio-ester liquid crystals
LC Materials	01P 2113	06/04/1993	9307213.0	Liquid crystal polymer
LC Materials	01P 2118	11/06/1993	9312095.4	Liquid crystal material mixture
LC Materials	01P 2128	10/01/1994	9400330.8	Smectic liquid crystal materials and devices
LC Materials	01P 2260	01/07/1994	9413324.6	Liquid crystal compounds - mixtures and devices
LC Materials	01P 2263	29/06/1994	9412709.9	Novel chiral cyclohexyl compound

Short particulars of all the property mortgaged or charged

Portfolio	CaseNumber	PriorityDate	PriorityNumber	Title
LC Materials	01P 2298	29/09/1995	9519860.2	Polymers for liquid crystal alignment
LC Materials	01P 2430	01/11/1995	9522361.6	Liquid crystal polymers
LC Materials	01P 2431	01/11/1995	9522367.3	Liquid crystal polymers
LC Materials	01P 2433	04/01/1996	9600124.3	Liquid crystal elastomers
LC Materials	01P 2444	22/12/1995	9526485.9	Liquid crystal polymers
LC Materials	01P 2633	26/02/1998	9803935.7	Liquid crystal polymer devices and materials
LC Materials	01P 2718	25/07/1998	9816163.1	Liquid crystal polymers
LC Materials	71P 6221	07/04/1982	8210345	Pleochroic dyes in liquid crystal material
LC Materials	71P 6221	07/04/1982	8210345	Pleochroic dyes in liquid crystal material
LC Materials	71P 6241	11/05/1982	8213654	Liquid crystal cyanophenyl ethanes
LC Materials	71P 6260	15/06/1982	8217355	Liquid crystal compounds
LC Materials	71P 6290	18/08/1982	8223855	Guest-host liquid crystal materials
LC Materials	71P 6386	26/01/1983	8302119	Disubstituted ethanes in liquid crystal displays
LC Materials	71P 6386	26/01/1983	8302119	Disubstituted ethanes in liquid crystal displays
LC Materials	71P 6452	20/05/1983	8314077	Disubstituted ethanes in liquid crystal displays
LC Materials	71P 6481	22/07/1983	8319849	Fluorobiphenyls in liquid crystal devices
LC Materials	71P 6536	24/10/1983	8328371	Chiral fluorobiphenyls
LC Materials	71P 6536	24/10/1983	8333897	Chiral fluorobiphenyls
LC Devices	01P 0188	01/05/1985	8511064	Artificial horizon display
LC Devices	01P 0284	03/04/1986	8608114	Smectic liquid crystal devices
LC Devices	01P 0285	03/04/1986	8608115	Smectic liquid crystal devices
LC Devices	01P 0322	21/02/1986	8604330	Liquid crystal compounds
LC Devices	01P 0322	21/02/1986	8604330	Liquid crystal compounds
LC Devices	01P 0859	31/05/1990	9012184.9	Electroclinic liquid crystal device
LC Devices	01P 0923	07/08/1990	9017316.2	Multiplex addressing of liquid crystal devices
LC Devices	01P 0971	28/03/1991	9106720.7	Large area liquid crystal devices

Short particulars of all the property mortgaged or charged

Portfolio	CaseNumber	PriorityDate	PriorityNumber	Title
LC Devices	01P 2112	15/02/1993	9302997.3	displays
LC Devices	01P 2115	08/05/1993	9309502.4	Liquid crystal displays
LC Devices	01P 2246	09/02/1994	9402492.4	Liquid crystal device alignment
LC Devices	01P 2269	13/10/1994	9420632.3	Liquid crystal polymer devices
LC Devices	01P 2288	21/07/1995	9514970.4	Liquid crystal polymer devices
LC Devices	01P 2457	16/04/1996	9607854.8	Liquid crystal device
LC Devices	71P 6268	29/06/1982	8218821	Liquid crystal devices. STN
LC Devices	71P 6344	20/10/1982	8229991	Liquid crystal mirror displays

- 4 The Plant and Machinery specified in Schedule 6 (*Plant and machinery*) to the Security Document is as follows:

QINETIQ LIMITED

Asset ID	Brief Description
50000913	Radar Enhanced Imaging Project G Band
50000916	Radar Enhanced Imaging Project ITCS
50000850	Radar Enhanced Imaging Project TELEMETRY
50000044	Anechoic Chamber
50000914	Radar Enhanced Imaging Project HII

- 5 The Assigned Insurances specified in Schedule 9 (*Assigned Insurances*) to the Security Document are as follows:

QINETIQ LIMITED

Insurer	Type of Insurance
Zurich Insurance	Property Damage and Business Interruption
Zurich Insurance	Transit
Zurich Insurance	Public/Products Liability
Zurich Insurance	Employers Liability
ACE Insurance and others	Property Damage and Business Interruption (1 st excess layer)
ACE Insurance and others	Property Damage and Business Interruption (2 nd excess layer)
Pool Re	UK Terrorism
R J Wallace and others	Public/Products Liability (excess layer)

Name of Company

QinetiQ Group Limited

Company Number

4154556

Short particulars of all the property mortgaged or charged

Insurer

R J Wallace

XL Europe Ltd

QinetiQ Insurance Limited

QinetiQ Insurance Limited

QinetiQ Insurance Limited

QinetiQ Insurance Limited

Lloyds and others

Lloyds and others

Lloyds and others

Lloyds

Lloyds

Lloyds

Chubb Insurance Company of Europe

Chubb Insurance Company of Europe

Chubb Insurance Company of Europe

Wren Motor

The Leviathon Facility

Type of Insurance

Excess Employers Liability (excess layer)

Pollution Legal Liability

Miscellaneous Professional Indemnity (Captive layer underwritten by QIL)

Crime Insurance (captive layer)

Employers/Public/Products pre-vesting liabilities

Deductible infill

Miscellaneous Professional Indemnity (1st excess layer)

Excess Professional Indemnity (2nd excess layer)

Excess Professional Indemnity (3rd excess layer)

Marine

Aviation

Aviation

Employment Practices Liability

Crime Insurance (market layer)

Directors and Officers Liability

Motor Fleet

Marine Overside

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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. 04154556

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIXED AND FLOATING SECURITY DOCUMENT DATED THE 28th FEBRUARY 2003 AND CREATED BY QINETIQ GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO LLOYDS TSB BANK PLC AS SECURITY TRUSTEE (THE "SECURITY TRUSTEE") FOR THE BENEFIT OF THE FINANCE 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 5th MARCH 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10th MARCH 2003.

C. G.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —