

**CHFP025**

**Please do not  
write in  
this margin**

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

\*insert full name  
of Company

**Pursuant to section 395 of the Companies Act 1985**

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

**For official use**

**Company number**

1113

4597315

Name of company

\* Judges Scientific Plc ("the Company")

**Date of creation of the charge**

15 June 2009

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

Legal Charge

Amount secured by the mortgage or charge

Please see Rider A attached.

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

Bank of Scotland plc ("BoS")  
55 Temple Row, Birmingham

Postcode B2 5LS

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

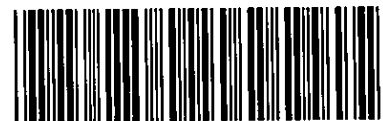
Martineau

1 Colmore Square, Birmingham  
B4 6AA

NXT/BA528238/B-184356

Time critical reference

For official Use (Of  
Mortgage Section



PMO 29/6/09 407  
COMPANIES HOUSE

\*A5FJGAVY\*  
A22 20/06/2009 386  
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see Rider B attached.

Please do not  
write in  
this margin

**Please complete  
legibly, preferably  
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bold block  
lettering**

Particulars as to commission allowance or discount (note 3)

Nil

Signed

*Mark Kean*

Date

*17/6/09*

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

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

Notes

† 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 included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

**RIDER A - AMOUNT SECURED BY CHARGE**

All or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to BoS by the Company, whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor or cautioner) including any money or liabilities of the Company to a third party which have been assigned novated to or otherwise vested in BoS and including discount, commission and other lawful charges or expenses which BoS may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account, together with Interest upon them and Expenses relating to them ("the Secured Liabilities").

"Charge" means any mortgage or charge created at any time over any interest in the Property to secure the repayment of the Secured Liabilities to BoS.

"Interest" means any sum of money paid to BoS by way of interest upon the Secured Liabilities.

"Expense" or "Expenses" means the total of the following:

- (i) any commission or other charges which BoS may from time to time charge to the Company in the ordinary course of BoS's business in respect of the Secured Liabilities or any service provided by BoS to the Company;
- (ii) any costs, charges, premiums, fees and expenses incurred from time to time by BoS or the Receiver under the conditions to the Legal Charge and which are either repayable by the Company in accordance with the conditions to the Legal Charge or are incurred in the exercise by BoS or the Receiver of their powers under the conditions to the Legal Charge;
- (iii) any costs, charges and expenses incurred by BoS or the Receiver in connection with BoS or the Receiver doing anything to protect the Legal Mortgage or to obtain possession of or sell or deal (in any other way allowed by the conditions to the Legal Mortgage) with the Property;

together with Value Added Tax upon such sums where appropriate.

"Receiver" means an administrative receiver, receiver and manager or other receiver appointed by BoS pursuant to the Legal Charge in respect of the Owner or of all or any part of the Property.

"Property" means the freehold or leasehold property charged to BoS by the Legal Charge as security for the repayment of the Secured Liabilities together with any other assets or rights charged by the Legal Charge.

"Owner" means any and every person (whether the Company or otherwise) who has granted a Charge to BoS as security for the Secured Liabilities and also:

- (i) the Owner's successors and personal representatives; and
- (ii) any person to whom the Owner's interest in all or part of the Property has been transferred or otherwise disposed of without such interest first being released from the effect of the Charge.

**JUDGES SCIENTIFIC PLC**  
(Company Number: 4597315)

**RIDER B - SHORT PARTICULARS OF THE PROPERTY CHARGED**

With full title guarantee:-

(6) confirmed by firm

1. by way of legal mortgage all that freehold property known as Unit 18 Charlwoods Road, East Grinstead, RH19 2HL registered at Land Registry under Title Number SX64583 (the "Property") together with all present and future buildings and fixtures (including tenant and tenant's fixtures) which are at any time on or attached to the Property;
2. by way of fixed charge any goodwill relating to the Property or the business or undertaking contracted at the Property;
3. by way of fixed charge all plant machinery or other items attached to and forming part of the Property on or at any time after the date of the Legal Charge;
4. by way of assignment the Rental Sums together with the benefit of all rights and remedies of the Company relating to them to hold to BoS absolutely subject to redemption upon repayment of the Secured Liabilities;
5. by way of fixed charge or right in interest in and claims under any insurance policy relating to any of the Property charged under the Legal Charge; and
6. by way of floating charge all unattached plant, machinery, chattels and goods now or at any time after the date of the Legal Charge on or in or used in connection with the Property or the business or undertaking conducted at the Property.

"Rental Sums" means all rents, profits, income, fees and other sums at any time payable by any lessees, under-lessees, tenants or licensees of the Property to the Company pursuant to the terms of any agreements for lease, leases, underleases, tenancies or licenses to which all or any part of the Property is subject but not any sums payable in respect of services provided to such lessees, under-lessees, tenants or licensees or payable in respect of insurance premiums or reasonable professional fees or expenses.



**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

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

COMPANY NO. 4597315  
CHARGE NO. 3

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 15 JUNE  
2009 AND CREATED BY JUDGES SCIENTIFIC PLC FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO BANK OF SCOTLAND PLC ON ANY ACCOUNT  
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1  
PART XII OF THE COMPANIES ACT 1985 ON THE 29 JUNE 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29 JUNE 2009



Companies House  
— for the record —

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THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES