

MG01

Particulars of a mortgage or charge

437613/91
Oyez

A fee is payable with this form

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

☐ **What this form is NOT for**
You cannot use this form to
particulars of a charge for a
company. To do this, please
form MG01s

SATURDAY



A49 *APOX0T5U* 210
09/04/2011
COMPANIES HOUSE

Company details

Company number 0 6 2 1 6 8 4 3

Company name in full Wave Optonics Limited (the "Chargor")

2 For official use

Filing in this form
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

Date of creation of charge

Date of creation 03 01 2003 20 01 2003

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description Debenture ("Debenture")

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured 1. Pursuant to clause 2 1 of the Debenture, the Chargor irrevocably and unconditionally covenanted with the Security Agent to pay to the Security Agent (as agent and trustee for the Finance Parties) or discharge on demand all the Secured Liabilities when the Secured Liabilities become due.
2 Pursuant to clause 2 2 of the Debenture, the Chargor irrevocably and unconditionally covenanted with the Security Agent that it shall indemnify and keep indemnified the Finance Parties on demand by the Security Agent (and on a full indemnity basis) from and against all and any costs (including legal costs), charges, losses, expenses and damages incurred by the Finance Parties or any of them as a result of any failure by any Company to pay to the Finance Parties or discharge on demand all the Secured Liabilities when the Secured Liabilities become due or as a result of any of the Secured Liabilities being or becoming void, voidable, unenforceable or ineffective for any reason whatsoever.

./cont'd

Continuation page

Please use a continuation page if
you need to enter more details

MG01

Particulars of a mortgage or charge

Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

Please use a continuation page if you need to enter more details

Name The Royal Bank of Scotland PLC (as Security Agent for the)

Address Finance Parties), 36 ST ANDREW SQUARE

EDINBURGH

Postcode E H 2 2 Y B

Name

Address

Postcode

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

Please use a continuation page if you need to enter more details

Short particulars

Continuing security

1. Pursuant to clause 4 1 of the Debenture, the Security Interest created under the Debenture
 - (a) is continuing security for the payment and discharge of the Secured Liabilities; and
 - (b) is created in favour of the Security Agent as agent and trustee, and the Security Agent holds the benefit of the Debenture on trust for the Finance Parties.

Fixed charges

2. Pursuant to clause 4.2 of the Debenture, the Chargor charged, with full title guarantee, by way of first legal mortgage, the Scheduled Property and all Rights relating to the Scheduled Property.
3. Pursuant to clause 4 3 of the Debenture, the Chargor charged, with full title guarantee, by way of first fixed charge, the Property (except the Scheduled Property validly charged in Clause 4.2 (Scheduled Property) above) and all Rights relating to such Property
4. Pursuant to clause 4.4 of the Debenture, the Chargor charged, with full title guarantee, by way of first fixed charge, the Contracts
5. Pursuant to clause 4.5 of the Debenture, the Chargor charged, with full title guarantee, by way of first fixed charge, the Book Debts
6. Pursuant to clause 4 6 of the Debenture, the Chargor charged, with full title guarantee by way of first fixed charge

.../cont'd

MG01

Particulars of a mortgage or charge

	Particulars as to commission, allowance or discount (if any) Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his <ul style="list-style-type: none">- subscribing or agreeing to subscribe, whether absolutely or conditionally, or- procuring or agreeing to procure subscriptions, whether absolute or conditional, for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered	
Commission allowance or discount	NIL	
	Delivery of instrument You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866) We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)	
Signature	Signature Please sign the form here X <i>Osborne Clarke</i> X This form must be signed by a person with an interest in the registration of the charge	

MG01

Particulars of a mortgage or charge

Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name

Dan Barnhouse

Company name

Osborne Clarke (ref: DTB)

Address

Temple Quay

2 Temple Back East

Bristol

Post town

County/Region

Postcode

B S I 6 E G

Country

DX

DX 7818 Bristol

Telephone

+44 (0) 117 917 3656

Certificate

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.

Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee

Important information

Please note that all information on this form will appear on the public record

How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge

Make cheques or postal orders payable to 'Companies House'

Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
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)

For companies registered in Northern Ireland
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

Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

MG01 - continuation page

Particulars of a mortgage or charge



Amount secured	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>3 Pursuant to clause 13(a) of the Debenture, the Chargor covenanted with the Security Agent or the Receiver (as the case may be) to pay promptly on demand the amount of all costs and expenses (including legal fees) reasonably incurred by it in connection with:</p> <ul style="list-style-type: none">(i) the negotiation, preparation, printing and execution of; and(ii) any amendment, variation or release (in whole or in part), including the negotiation, preparation, printing and execution of any amendment, variation or release, of, <p>the Debenture and such costs and expenses shall form part of the Secured Liabilities.</p> <p>4. Pursuant to clause 13(b) of the Debenture, the Chargor covenanted with the Security Agent or the Receiver to, on demand, pay to the Security Agent or the Receiver, or discharge (as the case may be), all costs incurred by it in connection with the enforcement of, or preservation of rights under the Debenture, on a full and unlimited indemnity basis, together with interest at the Default Rate from the date the relevant cost was expended, incurred or suffered (whichever is the earlier) by the Security Agent or the Receiver (as the case may be) until full payment or discharge of such cost and such cost shall form part of the Secured Liabilities</p>	

MG01 - continuation page

Particulars of a mortgage or charge



Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (a) all the Intellectual Property now or in the future owned, possessed or controlled by the Chargor (whether alone or with others) anywhere in the world;
 - (b) the benefit of all agreements and licences now or in the future entered into or enjoyed by or on behalf of the Chargor relating to the use or exploitation by or on behalf of the Chargor anywhere in the world of any Intellectual Property owned by others; and
 - (c) all the Chargor's rights now or in the future in relation to trade secrets, confidential information, and know how in any part of the world.
7. Pursuant to clause 4.7 of the Debenture, the Chargor charged, with full title guarantee, by way of first fixed charge, the Plant and Machinery
- 8 Pursuant to clause 4.8 of the Debenture, the Chargor charged with full title guarantee, by way of first fixed charge,
- (a) the Shares,
 - (b) the Securities,
 - (c) all Derivative Assets of a capital nature, and
 - (d) all Derivative Assets of an income nature
- 9 Pursuant to clause 4.9 of the Debenture, the Chargor charged, with full title guarantee, by way of first fixed charge, all present and future bank accounts, cash at bank and credit balances of the Chargor (excluding those arising on fluctuating accounts) with any bank or other person and all rights relating to or attaching to them (including the right to interest).
10. Pursuant to clause 4.10 of the Debenture, the Chargor charged, with full title guarantee, by way of first fixed charge, all the goodwill and uncalled capital for the time being of the Chargor.
11. Pursuant to clause 4.11 of the Debenture, the Chargor charged with full title guarantee, by way of first fixed charge:
- (a) all present and future insurances in respect of any Fixed Charge Assets and the proceeds of such insurances,
 - (b) all other present and future insurances and the proceeds of such insurances, and
 - (c) the benefit of all warranties, instruments, guarantees, charges, pledges, and other security and all other rights and remedies available to the Chargor in respect of any Fixed Charge Asset

/cont'd

MG01 - continuation page

Particulars of a mortgage or charge



	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>12. Pursuant to clause 4.12 of the Debenture, the Chargor charged, with full title guarantee, by way of absolute legal assignment, the benefit of the Hedging Agreements</p> <p>13 Pursuant to clause 4.13, the Chargor charged, with full title guarantee</p> <p>(a) by way of absolute legal assignment, all rights, money or property accruing or payable to the Chargor now or in the future under or by virtue of a Fixed Charge Asset, except to the extent such rights, money or property are for the time being effectively charged under the provisions of Clauses 4.2 (Scheduled Property) to 4.12 (Hedging Agreements) (inclusive) of the Debenture ("the Accruals")</p> <p>(b) by way of first fixed charge, the Chargor's rights now or hereafter to recover any VAT on any supplies made to it relating to the Assets any tax refund, rebate or repayment, and any sums so recovered ("the VAT Accruals").</p> <p>Floating charges</p> <p>14 Pursuant to clause 4.14(a) of the Debenture, the Chargor charged, with full title guarantee, by way of first floating charge, all the undertaking and assets of the Chargor whatsoever, wherever situate, whether movable, immovable, present or future, including, without limitation, its uncalled capital for the time being and all the undertaking and assets of the Chargor referred to above which are, for any reason, not validly charged or assigned pursuant to Clauses 4.2 (Scheduled Property) to 4.13 (Accruals etc) (inclusive) of the Debenture</p> <p>15 Pursuant to clause 4.14(b) of the Debenture, the floating charge created by the Debenture is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act.</p> <p>Assignments</p> <p>16 Pursuant to clause 4.15 of the Debenture, the assignments set out in Clauses 4.4 (Contracts), 4.12 (Hedging Agreements) and 4.13 (Accruals etc) are absolute assignments for the purposes of section 136 LPA and are not made by way of charge only</p> <p>Notes:</p> <p>Negative Pledge</p> <p>17 Pursuant to clause 12.1(a) of the Debenture, the Chargor covenanted not to, without the express prior written consent of the Security Agent</p> <p>(i) sell, convey, assign, transfer, factor, lease or otherwise dispose of, nor agree to convey, assign, transfer, factor, lease or otherwise dispose of the whole or any part of the Charged Property or their rights in and to the Charged Property (except in favour of the Security Agent);</p>	

./cont'd

MG01 - continuation page

Particulars of a mortgage or charge



Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (ii) create or attempt to create or permit any trust agreement, declaration of trust, or trust arising by operation of law over all or any of the Charged Property (except in favour of the Security Agent);
- (iii) permit or agree to any variation of the rights attaching to the whole or any part of the Charged Property,
- (iv) do, cause or permit to be done anything which may, in the opinion of the Security Agent, in any way depreciate, jeopardise or otherwise prejudice the value to the Security Agent (whether monetary or otherwise) of the whole or any part of the Charged Property,
- (v) release, exchange, compound, set-off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Book Debts (save as expressly provided in the Debenture; nor
- (vi) take any steps for the appointment of an administrator without first giving to the Security Agent 5 Business Days' notice of intention to do so.

18 Pursuant to clause 12.1(b) of the Debenture, provided that no Default has occurred, clause 12.1(a) of the Debenture shall not apply to any sale, lease, transfer or other Disposal which is a Permitted Disposal or a Permitted Transaction.

19 Pursuant to clause 12 1(c) of the Debenture, the Chargor shall not, without the express prior written consent of the Security Agent

- (i) create, nor purport to create, nor permit to subsist any Security Interest (other than Permitted Security) over any of its assets,
- (ii) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or will be leased to or re-acquired by an Obligor or any other member of the Group;
- (iii) sell, transfer or otherwise dispose of any of its receivables on recourse terms; nor
- (iv) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts

20. Pursuant to clause 12 1(d) of the Debenture, clause 12 1(c) shall not apply to any Security or (as the case may be) Quasi-Security which is Permitted Security or a Permitted Transaction.

/cont'd

MG01 - continuation page

Particulars of a mortgage or charge



<div style="background-color: black; color: white; padding: 2px; text-align: center;">3</div> <p>Short particulars</p>	<p>Short particulars of all the property mortgaged or charged</p> <p>Please give the short particulars of the property mortgaged or charged</p>	
	<p>Further assurance</p> <p>21. Pursuant to clause 7 of the Debenture, the Chargor covenanted that it shall at any time if required by the Security Agent and at its own expense:</p> <p>(a) execute and deliver to the Security Agent such further legal or other mortgages, charges, assignments, securities, authorities, documents, acts and things as the Security Agent in its discretion may require of the whole or such part of the Assets as the Security Agent may specify, in such form as the Security Agent in its discretion may require, to secure the payment or discharge of the Secured Liabilities or to vest the whole or such part of the Assets in the Security Agent, its nominee, a Receiver, or in any purchaser from the Security Agent or a Receiver or to perfect or protect the mortgages, charges and assignments created by the Debenture; and</p> <p>(b) pending the execution and delivery of any such assignments, hold such Assets upon trust for the Security Agent or in any other manner required by the Security Agent subject to the provisions of the Debenture.</p> <p>Power of attorney</p> <p>22. Pursuant to clause 21.4 of the Debenture, the Chargor irrevocably and by way of security appointed the Security Agent, each person deriving title from the Security Agent and the Receiver, jointly and severally to be its attorney (with full power to appoint substitutes and to delegate) for it, in its name, on its behalf and as its act and deed or otherwise to sign or execute any deed or document or do any act or thing which the Chargor is, or may become, obliged to sign, execute or do pursuant to the Debenture or which the Security Agent, the Receiver or any person deriving title from the Security Agent or the Receiver in the absolute discretion of such person may think fit in connection with the exercise of any of the powers of such person or the realisation of any Security Interest constituted by the Debenture</p> <p>23 Pursuant to clause 21.5 of the Debenture, without prejudice to the generality of the foregoing, the Chargor unconditionally undertook to the Security Agent, and separately to the Receiver and to each person deriving title from the Security Agent or the Receiver, that it shall ratify and confirm anything done or purported to be done by any attorney appointed pursuant to Clause 21 of the Debenture</p> <p>Definitions:</p> <p>"Accession Deed" means a document substantially in the form set out in Schedule 4 (Form of Deed of Accession) to the Debenture</p> <p>"Assets" mean the whole of the property or undertaking (including uncalled share capital) which is or may from time to time be comprised in the property and undertaking of each of the Companies</p> <p style="text-align: right;">. /cont'd</p>	

Short particulars of all the property mortgaged or charged	
Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Book Debts" means</p> <p>(a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions), both present and future, due, owing to or which may become due, owing to or purchased or otherwise acquired by any Company; and</p> <p>(b) the benefit of all rights whatsoever relating to the debts referred to above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets)</p> <p>"Charged Property" means the whole or any part of the property, assets, income and undertaking of each of the Companies from time to time mortgaged, charged or assigned, or purported to be mortgaged, charged or assigned to the Security Agent pursuant to the Debenture, including, where the context permits, the proceeds of sale or realisation thereof</p> <p>"Companies" means each of the Original Companies and any company that has executed an Accession Deed in favour of the Security Agent and "Company" shall be construed accordingly.</p> <p>"Contracts" mean all of the Chargor's rights, title, interest and benefit in and to any contract in respect of the whole or any part of the Charged Property to which the Chargor is a party.</p> <p>"Credit Agreement" means the credit agreement dated the same date as the Debenture and made between (amongst others) Gooch & Housego plc (the "Parent"), the Royal Bank of Scotland plc (the "Arranger" and the "Agent"), National Westminster Bank Plc (the "Original Lender") and the Security Agent.</p> <p>"Default" means as defined in the Credit Agreement.</p> <p>"Default Rate" means the default rate of interest set out in the Credit Agreement</p> <p>"Derivative Assets" mean all stocks, shares, warrants or other securities, rights, dividends, interest or other property accruing, offered, issued or deriving at any time by way of dividend, bonus, redemption, exchange, purchase, substitution, conversion, consolidation, subdivision, preference, option or otherwise attributable to any of the Securities, Shares or any Derivative Assets previously described</p> <p>"Finance Document" means as defined in the Credit Agreement</p> <p>"Finance Parties" means as defined in the Credit Agreement.</p> <p>"Fixed Charge Asset" means an asset for the time being comprised within a mortgage, fixed charge or assignment by way of security created by Clause 4 of the Debenture, or (with effect from the date of its creation) any security created pursuant to Clause 7 (Further Assurance) of the Debenture.</p>

/cont'd

MG01 - continuation page

Particulars of a mortgage or charge



Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Fixtures" mean all assets of whatsoever nature, apart from land and buildings, forming part of any freehold or leasehold property owned by any Company and deemed by law to be immovable property other than tenant's fixtures.

"Group" means Gooch & Housego plc (Company Number: 00526832) and its Subsidiaries (if any) from time to time

"Hedging Agreements" means as defined in the Credit Agreement

"Intellectual Property" means

- (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and
- (b) the benefit of all applications and rights to use such assets of each member of the Group (which may now or in the future subsist).

"Obligor" means as defined in the Credit Agreement.

"Occupational Leases" mean all leasehold interests and other occupational rights whatsoever (including, without limitation, all licences and agreements for leases) in existence from time to time relating to the whole or any part of the Property, the immediate reversion to which is vested in a Company.

"Original Companies" means the Companies whose names, company numbers and registered offices are set out in Schedule 1 (The Original Companies) to the Debenture.

"Permitted Disposal" means as defined in the Credit Agreement.

"Permitted Security" means as defined in the Credit Agreement

"Permitted Transaction" means as defined in the Credit Agreement.

"Plant and Machinery" means all plant and machinery, equipment, fittings, installations and apparatus, tools, motor vehicles and all other similar assets (other than Fixtures), wherever they are situated, which are now, or at any time after the date of the Debenture become, the property of any Company

"Property" means all estates and other interests in any freehold, leasehold or other immovable property (including, without limitation, all Fixtures on such property), but excluding any interest in land in Scotland, which are now, or at any time after the date of the Debenture become, the property of a Company, all proceeds of sale derived from such property and the benefit of all covenants to which a Company is entitled in respect of such property, and "Properties" shall be construed accordingly.

"Receiver" means any receiver appointed pursuant to the Debenture, including, for the avoidance of doubt, a receiver and manager, a manager or an administrative receiver

/cont'd

MG01 - continuation page

Particulars of a mortgage or charge



Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Rights" mean all of any Company's rights, title and interest from time to time in any lease, licence or occupational right whatsoever together with the entire benefit of each Company's rights, title and interest from time to time in any renewal of, replacement of or variation to any such lease, licence or occupational right (including, without limitation, all its rights, title and interest in any Occupational Lease, agreement for any Occupational Lease and any associated agreements which may be granted by a Company or any person deriving title from a Company from time to time over or in respect of the whole or any part of the Property and any other properties (freehold or leasehold) in which a Company has an interest).

"Scheduled Property" means all the property short particulars of which are set out in Schedule 2 (The Scheduled Property) to the Debenture, including, without limitation, all Fixtures on such property, all proceeds and rights of sale and insurance derived from such property and the benefit of all covenants to which the relevant Company is entitled in respect of such property, all of which are now or at any time after the date of the Debenture become the property of the Chargor.

"Secured Liabilities" mean all money, debts, obligations and liabilities from time to time due, owing or incurred by the Companies or any of them to any Finance Party or their assignee or successor on any current or other account whatever or otherwise in any manner whatever, in each case under each Finance Document to which such Company is a party, as amended, varied, restated, supplemented, substituted, replaced or novated

- (a) whether present or future,
 - (b) whether alone or jointly with any other person,
 - (c) whether actual or contingent,
 - (d) whether as principal or as surety;
 - (e) whether express or implied,
 - (f) in whatever name, form or style;
 - (g) in whatever currency it is denominated,
 - (h) whether originally owing to the Finance Party or purchased or otherwise acquired by the Finance Party, its assignee or successor, or
 - (i) otherwise;
- including, without limitation:
- (j) all liabilities under or in connection with foreign exchange transactions, interest rate swaps and other arrangements entered into for the purpose of limiting exposure to fluctuations in interest or exchange rates,

.../cont'd

MG01 - continuation page

Particulars of a mortgage or charge



Short particulars of all the property mortgaged or charged	
Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(k) all liabilities arising from the issue, acceptance, endorsement, confirmation or discount of any negotiable instruments, notes, bills, bonds, guarantees, indemnities, documentary or other credits or any instruments of any kind from time to time entered into by the Finance Party for or at the request of a Chargor; and</p> <p>(l) interest (which will accrue after as well as before any judgment) to the date of payment at such rates and upon such terms as may from time to time be agreed and all commission, fees and other charges and all legal and other costs, charges and expenses on a full and unqualified indemnity basis which are incurred by the Finance Party in connection with the Secured Liabilities or generally in respect of the Chargor or the Transaction Security Documents (including, without limitation, legal fees) on a full indemnity basis</p> <p>"Securities" means all stocks, shares, loan notes, bonds, certificates of deposit, depository receipts, loan capital indebtedness, debentures or other securities from time to time legally or beneficially owned by or on behalf of the Chargor, including, without limitation, any of the same specified in Schedule 3 (The Shares) to the Debenture, together with all property and rights of the Chargor in respect of any account held by or for it as participant, or as beneficiary of a nominee or trustee participant, with any clearance or settlement system or depository or custodian or sub-custodian or broker in the United Kingdom or elsewhere</p> <p>"Security Agent" means the Royal Bank of Scotland plc.</p> <p>"Security Interest" means 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</p> <p>"Shares" mean the shares listed in Schedule 3 (The Shares) to the Debenture.</p> <p>"Subsidiary" means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006</p> <p>"Transaction Security Documents" means as defined in the Credit Agreement.</p>



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 6216843
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 31 MARCH
2011 AND CREATED BY WAVE OPTRONICS LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO THE ROYAL BANK OF SCOTLAND PLC (AS
SECURITY AGENT FOR THE FINANCE PARTIES) ON ANY
ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 9 APRIL 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 APRIL 2011

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES