



Registration of a Charge

Company name: **COOKE OPTICS LIMITED**

Company number: **03579622**



X4F7ZDZV

Received for Electronic Filing: **04/09/2015**

Details of Charge

Date of creation: **01/09/2015**

Charge code: **0357 9622 0014**

Persons entitled: **GROWTH CAPITAL PARTNERS NOMINEES LIMITED**

Brief description: **THE PROPERTY LISTED AT SCHEDULE 3 OF THE INSTRUMENT STARTING WITH THE PROPERTY KNOWN AS LAND ON THE EAST SIDE OF EARLS WAY, THURMASTON LE4 8DH (REGISTERED WITH TITLE NUMBER LT379031). FOR FURTHER DETAILS PLEASE SEE SCHEDULE 3 OF THE INSTRUMENT. THE INTELLECTUAL PROPERTY LISTED AT SCHEDULE 4 OF THE INSTRUMENT STARTING WITH TRADE MARK NUMBER 78303458. FOR FURTHER DETAILS PLEASE SEE SCHEDULE 4 OF THE INSTRUMENT.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **SQUIRE PATTON BOGGS (UK) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3579622

Charge code: 0357 9622 0014

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st September 2015 and created by COOKE OPTICS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th September 2015 .

Given at Companies House, Cardiff on 7th September 2015

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

We hereby certify that this is a
true and correct copy of the original
Dated 02/09/15

SQUIRE PATTON BOGGS (UK) LLP
2 PARK LANE
LEEDS
LS3 1ES

DATED 1 September 2015

HAMSARD 3367 LIMITED (1)
as the Parent

THE COMPANIES LISTED AT SCHEDULE 1 (2)
as the Companies

and

GROWTH CAPITAL PARTNERS NOMINEES (3)
LIMITED
as the Security Trustee

DEBENTURE

Squire Patton Boggs (UK) LLP
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Reference GRO.210-0001

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DATE OF DEBENTURE

1 September

2015

PARTIES

- (1) **HAMSARD 3367 LIMITED** a company incorporated in England (Company Number 9460256) whose registered office is at c/o Squire Patton Boggs (UK) LLP (Ref: CSU) Rutland House, 148 Edmund Street, Birmingham B3 2JR (the "**Parent**");
- (2) **THE COMPANIES LISTED AT SCHEDULE 1** (the "**Companies**" and each a "**Company**"); and
- (3) **GROWTH CAPITAL PARTNERS NOMINEES LIMITED** incorporated and registered in England and Wales under company number 02053037 whose registered office is at 112 Jermyn Street, London SW1Y 6LS as security trustee for the Noteholders under the terms of a security trust deed dated the date of this debenture ("**Security Trustee**").

INTRODUCTION

The Noteholders have agreed to subscribe for Loan Notes, and the Companies have agreed to enter into this debenture for the purpose of providing security in respect of the Obligor's liabilities to the Noteholders in respect of the Loan Notes.

IT IS AGREED THAT:**1 DEFINITIONS AND INTERPRETATION****1.1 Definitions**

The definitions and rules of interpretation in this clause apply in this debenture.

"Administrator" means an administrator appointed to manage the affairs, business and property of a Company pursuant to paragraph 14 of Schedule 8.

"Assigned Agreement" means any agreement designated as such by the Security Trustee and the Companies from time to time.

"Book Debts" means all present and future book and other debts, and monetary claims due or owing to the Companies, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Companies in relation to any of them.

"Bidco" means Hamsard 3366 Limited, incorporated and registered in England and Wales with company number 09458913.

"Business Day" means a day (other than a Saturday or Sunday) on which commercial banks are open for general business in London and deposits are dealt with on the London Interbank Market.

"Charged Property" means all the assets, property and undertaking for the time being, subject to the security interests created by this debenture (and references to the Charged Property shall include references to any part of it).

"Costs" means all costs, charges, expenses and liabilities of any kind including, without limitation, costs and damages in connection with litigation, professional fees, disbursements and any value added tax charged on Costs.

"Designated Account" means any account of the Companies nominated by the Security Trustee as a designated account for the purposes of this debenture.

"Deed of Priority" means the deed of priority entered into on or about the date hereof between the Companies, the Security Trustee and Barclays Bank plc.

"Encumbrance" means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

"Environment" means the natural and man-made environment including all or any of the following media, namely air, water and land (including air within buildings and other natural or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media.

"Environmental Law" means all applicable laws, statutes, regulations, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgments and decisions of any court or tribunal, codes of practice and guidance notes in so far as they relate to or apply to the Environment.

"Equipment" means all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by the Companies, including any part of it and all spare parts, replacements, modifications and additions.

"Event of Default" means the events referred to in Schedule 3 to the Loan Note Instruments.

"Excluded Property" means each leasehold property held by the Companies under a lease which either precludes absolutely, or requires consent of a third party to, the creation of an Encumbrance over the relevant Company's leasehold interest in that property, including any property listed in Part 3 of Schedule 3.

"Financial Collateral" means shall have the meaning given to that expression in the Financial Collateral Regulations.

"Financial Collateral Regulations" means the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003/3226).

"Group" means the Parent and its subsidiary undertakings from time to time and **"Group Company"** means any of them.

"Insurance Policies" means all the contracts and policies of insurance effected or maintained by the Companies from time to time in respect of its assets or business (including, without limitation, any insurances relating to the Properties or the Equipment).

"Intellectual Property" means the Companies' present and future patents, trade marks, service marks, trade names, designs, copyrights, inventions, topographical or similar rights, confidential information and know-how and any interest in any of these rights, whether or not registered, including all applications and rights to apply for registration and all fees, royalties and other rights derived from, or incidental to, these rights including, but not limited to, the Intellectual Property listed in Schedule 4.

"Investments" means all present and future stocks, shares, loan capital, securities, bonds and investments (whether or not marketable) for the time being owned (at law or in equity) by the Companies, including all rights accruing or incidental to those investments from time to time.

"Loan Note Documents" means:

- (a) the Loan Note Instruments and the Loan Notes;
- (b) any guarantee and/or indemnity entered into by the Companies and/or any affiliates of the Companies in relation to liabilities under the Loan Note Instruments and the Loan Notes; and
- (c) any document entered into by the Companies and/or any affiliates of the Companies from time to time creating or expressed to create any Encumbrances over all or any part of their assets as security for liabilities under the other Loan Note Documents.

"Loan Note Instruments" means (i) the instrument entered into by Bidco on or about the date of this debenture for the issue of £5,000,000 Secured Fixed Rate A loan notes 2015 and (ii) the instrument entered into by Bidco on or about the date of this debenture for the issue of £11,999,500 Secured Fixed Rate B loan notes 2017 (and each a **"Loan Note Instrument"**).

"Loan Notes" means the loan notes issued under the terms of the Loan Note Instruments.

"Noteholders" means the registered holders of the Loan Notes from time to time.

"Obligors" means together the Parent and the Companies (and each an **"Obligor"**).

"Companies' Agent" means the Parent, appointed to act on behalf of each Obligor in relation to this Deed pursuant to Clause 14 (*Companies' Agent*) of this debenture.

"Permitted Encumbrance" means any lien arising by operation of law in the ordinary course of trading and any other Encumbrance which is in favour of the Security Trustee or to which the Security Trustee has granted its prior written consent, including the following security entered into prior to the date of this debenture by Cooke Optics Limited in favour of Barclays Bank plc:

- (a) legal charge over the freehold property known as 1 Cooke Close, Thurmaston, Leicester, in title number LT379031, dated 21 February 2014; and
- (b) a debenture dated 11 November 2013.

"Properties" means all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by the Companies, or in which a Company holds an interest (including (but not limited to) the properties specified in Schedule 3) and **"Property"** means any of them.

"Receiver" means a receiver, manager or receiver and manager of any or all of the Charged Property appointed under paragraph 5 of Schedule 8.

"Secured Liabilities" means all present and future monies, obligations and liabilities owed by the Obligors to the Noteholders or the Security Trustee, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity, on any current or other account whatever or otherwise in any manner whatever, together with all interest (including, without limitation, default interest) accruing in respect of such monies or liabilities.

"Security Financial Collateral Arrangement" means shall have the meaning given to that expression in the Financial Collateral Regulations.

"Security Period" means the period starting on the date of this debenture and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

1.2 Interpretation

Unless the context otherwise requires, in this debenture:

- (a) words used but not defined in this debenture shall have the meaning given to such terms in the Loan Note Instruments;
- (b) a reference to a statute or statutory provision includes a reference to any subordinate legislation made under that statute or statutory provision, to any modification, re-enactment or extension of that statute or statutory provision and to any former statute or statutory provision that it consolidated or re-enacted before the date of this debenture;
- (c) a reference to one gender includes a reference to the other genders;
- (d) words in the singular include the plural and in the plural include the singular;
- (e) a reference to a clause or Schedule is to a clause of, or Schedule to, this debenture, and references to paragraphs are to paragraphs of the relevant Schedule;
- (f) a reference to **"this debenture"** (or any specified provision of it) or any other document shall be construed as a reference to this debenture, that provision or that document as in force for the time being and as amended or novated from time to time;
- (g) a reference to a **"person"** shall include a reference to an individual, firm, corporation, unincorporated body of persons, or any state or any agency of a person;

- (h) a reference to an **"amendment"** includes a supplement, variation, novation or re-enactment (and **"amended"** shall be construed accordingly);
- (i) a reference to **"assets"** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- (j) a reference to an **"authorisation"** includes an authorisation, consent, licence, approval, resolution, exemption, filing, registration and notarisation;
- (k) a reference to a **"regulation"** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation; and
- (l) clause, schedule and paragraph headings shall not affect the interpretation of this debenture.

1.3 **Deed of Priority**

This debenture is subject to the terms of the Deed of Priority.

1.4 **Clawback**

If the Security Trustee considers that an amount paid by any Company in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of a Company or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this debenture.

1.5 **Nature of security over real property**

A reference in this debenture to a charge or mortgage of any freehold, leasehold or commonhold property includes:

- (a) all buildings and fixtures (including trade and tenant's fixtures) that are situated on that property at any time;
- (b) the proceeds of the sale of any part of that property; and
- (c) the benefit of any covenants for title given, or entered into, by any predecessor in title of a Company in respect of that property, and any monies paid or payable in respect of those covenants.

1.6 **Law of Property (Miscellaneous Provisions) Act 1989**

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Loan Note Instruments and of any side letters between any parties in relation to the Loan Note Instruments are incorporated into this debenture.

1.7 **Third party rights**

A third party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this debenture.

1.8 Perpetuity period

If the rule against perpetuities applies to any trust created by this debenture, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

1.9 Insolvency Act 1986

Paragraph 14 of Schedule B1 of the Insolvency Act 1986 (as inserted by section 248 of, and Schedule 16 to, the Enterprise Act 2002) applies to the floating charge created by this debenture. The floating charge created by this debenture is a qualifying floating charge for such purposes.

1.10 Schedules

The Schedules form part of this debenture and shall have effect as if set out in full in the body of this debenture. Any reference to this debenture includes the Schedules.

2 COVENANT TO PAY

The Companies shall, on demand, pay to the Security Trustee and discharge the Secured Liabilities when they become due.

3 GRANT OF SECURITY**3.1 Charging clause**

As a continuing security for the payment and discharge of the Secured Liabilities, each Company with full title guarantee:

- (a) charges to the Security Trustee, by way of first legal mortgage, all the Properties specified in Schedule 3;
- (b) charges to the Security Trustee, by way of first fixed charge:
 - (i) all Properties acquired by that Company in the future;
 - (ii) all present and future interests of that Company not effectively mortgaged or charged under the preceding provisions of this clause 3 in, or over, freehold or leasehold property;
 - (iii) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to each Property;
 - (iv) all licences, consents and authorisations (statutory or otherwise) held or required in connection with that Company's business or the use of any Charged Property, and all rights in connection with them;
 - (v) all its present and future goodwill and uncalled capital;
 - (vi) all the Equipment;
 - (vii) all the Intellectual Property;

- (viii) all the Book Debts;
 - (ix) all the Investments; and
 - (x) all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person (including each Designated Account);
- (c) assigns to the Security Trustee absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities, all its rights in each Insurance Policy;
 - (d) assigns to the Security Trustee absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities, to the extent it is assignable, the benefit of each Assigned Agreement and the benefit of any guarantee or security for the performance of an Assigned Agreement; and
 - (e) charges to the Security Trustee, by way of first floating charge, all the undertaking, property, assets and rights of that Company at any time not effectively mortgaged, charged or assigned pursuant to clause 3.1(a) to clause 3.1(d) inclusive.

3.2 Automatic conversion of floating charge

The floating charge created by clause 3.1(e) shall automatically and immediately (without notice) be converted into a fixed charge over the relevant Charged Property if:

- (a) any Company:
 - (i) creates, or attempts to create, without the prior written consent of the Security Trustee, an Encumbrance or a trust in favour of another person on all or any part of the Charged Property; or
 - (ii) disposes, or attempts to dispose of, all or any part of the Charged Property (other than Charged Property that is only subject to the floating charge while it remains uncrystallised);
- (b) a receiver is appointed over all or any of the Charged Property that is subject to the floating charge;
- (c) any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Charged Property; or
- (d) the Security Trustee receives notice of the appointment of, or a proposal or an intention to appoint, an administrator of any Company.

3.3 Conversion of floating charge by notice

The Security Trustee may by notice to the Companies convert the floating charge contained in this debenture into a fixed charge as regards such Charged Property as the Security Trustee may specify (whether generally or specifically) in that notice if:

(i) the Security Trustee considers that it would be necessary to do so in order to protect, preserve or supplement the charges over the Charged Property or the priority of those charges or (ii) an Event of Default has occurred and is continuing, or both.

3.4 Assets acquired after any floating charge crystallisation

Any asset acquired by a Company after any crystallisation of the floating charge created under this debenture which, but for that crystallisation, would be subject to a floating charge under this debenture, shall (unless the Security Trustee confirms otherwise to the Companies in writing) be charged to the Security Trustee by way of first fixed charge.

3.5 No conversion by reason of moratorium

Notwithstanding the remainder of this clause 3, the floating charge contained in this debenture may not be converted into a fixed charge solely by reason of the obtaining of a moratorium, or anything done with a view to obtaining a moratorium, as a preliminary to a creditors voluntary arrangement, by an eligible company (as determined in Schedule A1 of the Insolvency Act) under the Insolvency Act 1986.

4 LIABILITY OF THE COMPANIES

4.1 Liability not discharged

The Companies' liability under this debenture in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

- (a) any security, guarantee, indemnity, remedy or other right held by, or available to, the Security Trustee that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;
- (b) the Security Trustee renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or
- (c) any other act or omission, which but for this clause 4.1 might have discharged, or otherwise prejudiced or affected, the liability of the Companies.

4.2 Immediate recourse

The Companies waive any right they may have to require the Security Trustee to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this debenture against any Company.

5 REPRESENTATIONS AND WARRANTIES

Each Company makes the representations and warranties set out in Schedule 5 to the Security Trustee. The representations and warranties set out in Schedule 5 are made by the Companies on the date of this debenture and on each day of the Security Period with reference to the facts and circumstances then existing.

6 COVENANTS

Each Company covenants with the Security Trustee in the terms set out in Schedule 6.

7 POWERS OF THE SECURITY TRUSTEE

The Security Trustee shall have the powers set out in Schedule 7.

8 ENFORCEMENT

8.1 Enforcement events

- (a) The security constituted by this debenture shall become enforceable without further notice immediately:
 - (i) on the occurrence of an Event of Default; or
 - (ii) if any Company requests the Security Trustee to appoint an administrator or a receiver over the whole or any part of its undertaking or assets.
- (b) The parties to this debenture agree that the provisions of Schedule 8 shall apply to this debenture and shall be binding between them.

8.2 Receivers powers

A Receiver shall have, in addition to the powers conferred on receivers by statute, the further powers set out in Schedule 9.

8.3 Right of appropriation

- (a) To the extent that:
 - (i) the Charged Property constitutes Financial Collateral; and
 - (ii) this debenture and the obligations of any Company hereunder constitute a Security Financial Collateral Arrangement,

the Security Trustee shall have the right, at any time after the security constituted by this debenture has become enforceable, to appropriate all or any of that Charged Property in or towards the payment or discharge of the Secured Liabilities in such order as the Security Trustee may, in its absolute discretion, determine.
- (b) The value of any Charged Property appropriated in accordance with this clause shall be the price of that Charged Property at the time the right of appropriation is exercised as listed on any recognised market index, or determined by such other method as the Security Trustee may select (including independent valuation).

- (c) Each Company agrees that the methods of valuation provided for in this clause are commercially reasonable for the purposes of the Financial Collateral Regulations.

9 COSTS AND INDEMNITY

9.1 Costs

Each Company shall pay to, or reimburse, the Security Trustee and any Receiver on demand, on a full indemnity basis, all Costs incurred by the Security Trustee or any Receiver in connection with:

- (a) this debenture or the Charged Property;
- (b) protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Security Trustee's or Receiver's rights under this debenture;
- (c) suing for, or recovering, any of the Secured Liabilities,

(including, without limitation, the Costs of any proceedings in connection with this debenture or the Secured Liabilities), together with interest on any amount due under clause 9.1(b) and clause 9.1(c).

9.2 Indemnity

The Security Trustee and any Receiver, and their respective employees and agents, shall be indemnified on a full indemnity basis out of the Charged Property in respect of all actions, liabilities and Costs incurred or suffered in or as a result of:

- (a) the exercise, or purported exercise, of any of the powers, authorities or discretions vested in them under this debenture;
- (b) any matter or thing done, or omitted to be done, in relation to the Charged Property under those powers; or
- (c) any default or delay by any Company in performing any of its obligations under this debenture.

10 RELEASE

Subject to clause 12.3, on the expiry of the Security Period (but not otherwise), the Security Trustee shall, at the request and cost of the Companies, take whatever action is necessary to release the Charged Property from the security constituted by this debenture.

11 ASSIGNMENT AND TRANSFER

11.1 Assignment by Security Trustee

At any time, without the consent of the Companies, the Security Trustee may assign or transfer the whole or any part of its rights and obligations under this debenture to any other person.

11.2 Assignment by Companies

No Company may assign any of its rights, or transfer any of its obligations, under this debenture, or enter into any transaction that would result in any of those rights or obligations passing to another person.

12 FURTHER PROVISIONS

12.1 Independent security

This debenture shall be in addition to, and independent of, every other security or guarantee that the Security Trustee may hold for any of the Secured Liabilities at any time. No prior security held by the Security Trustee over the whole or any part of the Charged Property shall merge in the security created by this debenture.

12.2 Continuing security

This debenture shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Security Trustee discharges this debenture in writing.

12.3 Discharge conditional

Any release, discharge or settlement between the Companies and the Security Trustee shall be deemed conditional on no payment or security received by the Security Trustee in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise. Despite any such release, discharge or settlement:

- (a) the Security Trustee or its nominee may retain this debenture and the security created by or pursuant to it, including all certificates and documents relating to the whole or any part of the Charged Property, for such period as the Security Trustee deems necessary to provide the Security Trustee with security against any such avoidance, reduction or order for refund; and
- (b) the Security Trustee may recover the value or amount of such security or payment from the Companies subsequently as if such release, discharge or settlement had not occurred.

12.4 Certificates

A certificate or determination by the Security Trustee as to any amount for the time being due to it from any Company shall (in the absence of any manifest error) be conclusive evidence of the amount due.

12.5 Rights cumulative

The rights and remedies of the Security Trustee conferred by this debenture are cumulative, may be exercised as often as the Security Trustee considers appropriate, and are in addition to its rights and remedies under the general law.

12.6 Variations and waivers

Any waiver or variation of any right or remedy by the Security Trustee (whether arising under this debenture or under the general law), or any consent given under this debenture, is only be effective if it is in writing and signed by the waiving, varying or consenting party, and applies only in the circumstances for which it was given, and shall not prevent the party giving it from subsequently relying on the relevant provision.

12.7 Further exercise of rights

No act or course of conduct or negotiation by, or on behalf of, the Security Trustee shall, in any way, preclude the Security Trustee from exercising any right or remedy under this debenture or constitute a suspension or variation of any such right or remedy.

12.8 Delay

No delay or failure to exercise any right or remedy under this debenture shall operate as a waiver of that right or remedy.

12.9 Single or partial exercise

No single or partial exercise of any right or remedy under this debenture shall prevent any further or other exercise of that right or remedy, or the exercise of any other right or remedy under this debenture.

12.10 Consolidation

The restriction on the right of consolidation contained in section 93 of the Law of Property Act 1925 shall not apply to this debenture.

12.11 Partial invalidity

The invalidity, unenforceability or illegality of any provision (or part of a provision) of this debenture under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with any modification necessary to give effect to the commercial intention of the parties.

12.12 Counterparts

This debenture may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

13 NOTICES

13.1 Service

Each notice or other communication required to be given under, or in connection with, this debenture shall be in writing, delivered personally or sent by pre-paid first-

class letter or fax and sent to the relevant party's registered office for the time being or to such other address or fax number as is notified in writing by one party to the other from time to time.

13.2 Receipt by Companies

Any notice or other communication that the Security Trustee gives shall be deemed to have been received:

- (a) if sent by fax, when received in legible form;
- (b) if given by hand, at the time of actual delivery; and
- (c) if posted, on the second Business Day after the day it was sent by pre-paid first-class post.

A notice or other communication given as described in clause 13.2(a) or clause 13.2(b) on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

13.3 Receipt by Security Trustee

Any notice or other communication given to the Security Trustee shall be deemed to have been received only on actual receipt.

14 COMPANIES' AGENT

Companies' Agent

- (a) Each Company (other than the Parent) by its execution of this debenture irrevocably appoints the Parent to act on its behalf as its agent in relation to the Loan Note Documents (the "**Companies' Agent**") and irrevocably authorises:

- (i) the Parent on its behalf to supply all information concerning itself contemplated by the Loan Note Documents to the Noteholders and to give all notices and instructions, to make such agreements and to effect the relevant amendments, supplements and variations capable of being given, made or effected by any Company notwithstanding that they may affect the Company, without further reference to or the consent of that Company; and
- (ii) each Noteholder to give any notice, demand or other communication to that Company pursuant to the Loan Note Documents to the Parent,

and in each case the Company shall be bound as though the Company itself had given the notices and instructions or executed or made the agreements or effected the amendments, supplements or variations, or received the relevant notice, demand or other communication.

- (b) Every act, omission, agreement, undertaking, settlement, waiver, amendment, supplement, variation, notice or other communication given or

made by the Companies' Agent or given to the Companies' Agent under any Loan Note Document on behalf of another Company or in connection with any Loan Note Document (whether or not known to any other Company) shall be binding for all purposes on that Company as if that Company had expressly made, given or concurred with it. In the event of any conflict between any notices or other communications of the Companies' Agent and any other Company, those of the Companies' Agent shall prevail.

15 GOVERNING LAW AND JURISDICTION

15.1 Governing law

This debenture and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

15.2 Jurisdiction

The parties to this debenture irrevocably agree that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this debenture or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of the Security Trustee to take proceedings against any Company in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of that other jurisdiction.

15.3 Other service

- 15.4 The Companies irrevocably consent to any process in any proceedings being served on it in accordance with the provisions of this debenture relating to service of notices. Nothing contained in this debenture shall affect the right to serve process in any other manner permitted by law.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1
The Companies

Company Name	Registered Number	Jurisdiction
Hamsard 3367 Limited	9460256	England & Wales
Hamsard 3366 Limited	9458913	England & Wales
Cooke Optics Limited	3579622	England & Wales
Cooke Optics TV Limited	09660091	England & Wales

SCHEDULE 2
Assigned Agreements

Share Purchase Agreement dated on or around the date of this debenture between, among others, (1) Hamsard 3367 Limited (as Buyer) and (2) ZGC, LLC, Robert Howard and Alan Merrills (as Sellers).





SCHEDULE 3

Property

Part 1 – Registered Property

The freehold property known as Land on the east side of Earls Way, Thurmaston LE4 8DH
(registered at the Land registry with Title Number LT379031)

SCHEDULE 4 Intellectual Property

Trade Marks			
Owner	Mark	Country	Application Number
Cooke Optics Limited		USA	78303458
Cooke Optics Limited		European Community	012336533
Cooke Optics Limited		Japan	2013-0980007
Cooke Optics Limited		USA	86119844
Cooke Optics Limited	COOKE	Benelux	0595893
Cooke Optics Limited	COOKE	Germany	R29454
Cooke Optics Limited	COOKE	Japan	2249083
Cooke Optics Limited	COOKE	United Kingdom	UK00001329489
Cooke Optics Limited	COOKE	USA	72274091
Cooke Optics Limited	PANCHRO	USA	78974543
Cooke Optics Limited	S4	USA	78254666
Cooke Optics Limited	S4/B C*	USA	78731730
Cooke Optics Limited	THE COOKE LOOK	USA	77636016
ZGC Inc	ZGC	USA	4321667 (registration number)
Cooke Optics Limited	S4/i	USA	4703434 (registration number)
Patents			
Owner / Assignee	Patent number	Country	Inventor
Cooke Optics Limited	8,811,808 B2	USA	Zellan, Pope, Wang and Sheret
Cooke Optics Limited	8,079,723 B2	USA	Gerchman, Coleman and Ayres

SCHEDULE 5**Representations and Warranties****1 OWNERSHIP OF CHARGED PROPERTY**

The relevant Company is the legal and beneficial owner of the Charged Property.

2 NO ENCUMBRANCES

The Charged Property is free from any Encumbrance other than Permitted Encumbrances and the Encumbrances created by this debenture.

3 ADVERSE CLAIMS

The relevant Company has not received or acknowledged notice of any adverse claim by any person in respect of the Charged Property or any interest in it.

4 ADVERSE COVENANTS

There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever, that materially and adversely affect the Charged Property.

5 NO BREACH OF LAWS

There is no breach of any law or regulation that materially and adversely affects the Charged Property.

6 NO INTERFERENCE IN ENJOYMENT

No facility necessary for the enjoyment and use of the Charged Property is subject to terms entitling any person to terminate or curtail its use.

7 NO OVERRIDING INTERESTS

Nothing has arisen, has been created or is subsisting, which would be an overriding interest in any Property.

8 AVOIDANCE OF SECURITY

No Encumbrance expressed to be created under this debenture is liable to be avoided, or otherwise set aside, on the liquidation or administration of any Company or otherwise.

9 NO PROHIBITIONS OR BREACHES

There is no prohibition on assignment in any Insurance Policy or Assigned Agreement and the entry into this debenture by the Companies does not, and will not, constitute a breach of any Insurance Policy, Assigned Agreement or any other agreement or instrument binding on any Company or its assets.

10 ENVIRONMENTAL COMPLIANCE

The Companies have, at all times, complied in all material respects with all applicable Environmental Law.

SCHEDULE 6

Covenants

Part 1 – General covenants

1 **NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS**

No Company shall at any time, except with the prior written consent of the Security Trustee:

- (a) create, purport to create or permit to subsist any Encumbrance on, or in relation to, any Charged Property other than any Encumbrance created by this debenture or any Permitted Encumbrance;
- (b) sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so), all or any part of, or any interest in, the Charged Property (except, in the ordinary course of business, Charged Property which is only subject to an uncrystallised floating charge); or
- (c) create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party.

2 **PRESERVATION OF CHARGED PROPERTY**

No Company shall do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Security Trustee, or materially diminish the value of any of the Charged Property or the effectiveness of the security created by this debenture.

3 **ENFORCEMENT OF RIGHTS**

Each Company shall use its reasonable endeavours to:

- (a) procure the prompt observance and performance of the covenants and other obligations imposed on that Company's counterparties; and
- (b) enforce any rights and institute, continue or defend any proceedings relating to any of the Charged Property which the Security Trustee may reasonably require from time to time.

4 **NOTICE OF BREACHES**

The Companies shall, promptly on becoming aware of any of the same, give the Security Trustee notice in writing of:

- (a) any representation or warranty set out in Schedule 5 which is incorrect or misleading in any material respect when made or deemed to be repeated; and
- (b) any breach of any covenant set out in this Schedule 6.

5 TITLE DOCUMENTS

The Companies shall, on the execution of this debenture (or, if later, the date of acquisition of the relevant Charged Property), deposit with the Security Trustee and the Security Trustee shall, for the duration of this debenture be entitled to hold:

- (a) all deeds and documents of title relating to the Charged Property which are in the possession or control of any Company (and if these are not within the possession or control of that Company, that Company undertakes to obtain possession of all such deeds and documents of title);
- (b) all Insurance Policies and any other insurance policies relating to any of the Charged Property which the Companies are entitled to possess;
- (c) all deeds and documents of title (if any) relating to the Book Debts as the Security Trustee may specify from time to time; and
- (d) copies of all the Assigned Agreements, certified to be true copies by either a director of a Company or by the Companies' solicitors.

6 NOTICES TO BE GIVEN BY THE COMPANIES

The Companies shall within five days of the execution of this debenture:

- (a) give notice to each insurer of the assignment of each relevant Company's rights and interest in and under each Insurance Policy pursuant to clause 3.1(c) and use all reasonable endeavours to procure that each addressee of any such notice promptly provides an acknowledgement of the Security Trustee's interest to the Security Trustee;
- (b) give notice to each counterparty to an Assigned Agreement of the assignment under clause 3.1(d) of each relevant Company's rights and interest in and under that Assigned Agreement and use all reasonable endeavours to procure that each addressee of any such notice will promptly provide an acknowledgement of the Security Trustee's interest to the Security Trustee; and
- (c) give notice to any bank, financial institution or other person (excluding the Security Trustee) with whom the relevant Company has an account of the charging to the Security Trustee under clause 3.1(b) of that Company's rights and interests under such accounts and use all reasonable endeavours to procure that each addressee of any such notice promptly provides an acknowledgement of the Security Trustee's interest to the Security Trustee.

The Companies shall obtain the Security Trustee's prior approval of the form of any notice or acknowledgement to be used under this Paragraph 6.

7 FURTHER ASSURANCE

The Companies shall, at their own cost:

- (a) prepare and execute, in favour of the Security Trustee and in such form as the Security Trustee may reasonably require, such further mortgages,

charges or transfers of or over all or any part of the Charged Property as the Security Trustee may, in its absolute discretion, require from time to time; and

- (b) give all notices, orders and directions which the Security Trustee may require, in its absolute discretion, for perfecting, protecting or facilitating the realisation of its security over the Charged Property.

8 APPOINTMENT OF ACCOUNTANTS

8.1 The Companies shall:

- (a) at their own cost, if the Security Trustee requires, appoint an accountant or firm of accountants nominated by the Security Trustee to investigate the financial affairs of the Companies and those of their subsidiaries and report to the Security Trustee; and
- (b) co-operate fully with any accountants so appointed and immediately provide them with all information requested.

8.2 The Companies authorise the Security Trustee to appoint, at any time (and without any further authority from any Company), an accountant or firm of accountants to investigate the financial affairs of the Companies and those of their subsidiaries and to report to the Security Trustee. If the Security Trustee does appoint an accountant or firm of accountants, the Companies shall pay the fees and expenses of those accountants but, if the Security Trustee pays those fees and expenses on the Companies' behalf, the Companies shall reimburse the Security Trustee under clause 9.

9 COMPANIES' WAIVER OF SET-OFF

Each Company waives any present or future right of set-off it may have in respect of the Secured Liabilities (including sums payable by any Company under this debenture).

Part 2 – Book Debts, insurance and Assigned Agreements covenants

1 PRESERVATION OF BOOK DEBTS

No Company shall (except as provided by paragraph 2 of Part 2 of Schedule 6 or with the prior written consent of the Security Trustee) 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.

2 REALISING BOOK DEBTS

Each Company shall:

- (a) as an agent for the Security Trustee, collect in and realise all Book Debts, pay the proceeds into a Designated Account immediately on receipt and, pending that payment, hold those proceeds in trust for the Security Trustee;
- (b) not, without the prior written consent of the Security Trustee, withdraw any amounts standing to the credit of any Designated Account; and

- (c) if called on to do so by the Security Trustee, execute a legal assignment of the Book Debts to the Security Trustee on such terms as the Security Trustee may require and give notice of that assignment to the debtors from whom the Book Debts are due, owing or incurred.

3 INSURANCE

Each Company:

- (a) shall (if the Security Trustee so requires) produce to, or deposit with, the Security Trustee each Insurance Policy and the receipts for all premiums and other payments necessary for effecting and keeping up each Insurance Policy; and
- (b) shall not do or omit to do, or permit to be done or omitted, any act or thing that may invalidate or otherwise prejudice any Insurance Policy.

4 INSURANCE POLICIES' PROCEEDS

All monies payable under any Insurance Policy at any time (whether or not the security constituted by this debenture has become enforceable) shall:

- (a) immediately be paid to the Security Trustee;
- (b) if they are not paid directly to the Security Trustee by the insurers, be held by the relevant Company as trustee of the same for the benefit of the Security Trustee (and that Company shall account for them to the Security Trustee); and
- (c) at the option of the Security Trustee, be applied in making good or recouping expenditure in respect of the loss or damage for which those monies are received or in, or towards, discharge or reduction of the Secured Liabilities (but subject to paragraph 11 of Schedule 8).

5 ASSIGNED AGREEMENTS

No Company shall, without the prior written consent of the Security Trustee:

- (a) waive any of its rights under any Assigned Agreement; or
- (b) supplement, amend, novate, terminate or permit termination of any Assigned Agreement.

Part 3 – Property covenants

1 MAINTENANCE AND INSURANCE

Each Company shall:

- (a) keep all buildings and all fixtures on each Property in good and substantial repair and condition;

- (b) insure, and keep insured, those buildings and fixtures with such insurer and against such risks, in such amounts and otherwise on such terms as the Security Trustee may require (or, failing such requirement, in accordance with the practice in respect of items of the same type which are current amongst prudent businessmen from time to time); and
- (c) procure that the interest of the Security Trustee is noted on all those insurance policies or, at the option of the Security Trustee, that those insurance policies are issued in the joint names of the Security Trustee and the relevant Companies.

2 PRESERVATION OF PROPERTY, FIXTURES AND EQUIPMENT

No Company shall, without the prior written consent of the Security Trustee:

- (a) pull down or remove the whole, or any part of, any building forming part of any Property;
- (b) make any material alterations to any Property, or sever or remove any of its fixtures;
- (c) remove or make any material alterations to any of the Equipment belonging to, or in use by, any Company on any Property (except to affect necessary repairs or replace them with new or improved models or substitutes); or
- (d) whenever any Equipment is destroyed, damaged or deteriorates, immediately repair, replace and make good the same.

3 CONDUCT OF BUSINESS ON PROPERTIES

Each Company shall carry on its trade and business on those parts (if any) of the Properties as are used for the purposes of trade or business in accordance with the standards of good management from time to time current in such trade or business.

4 PLANNING INFORMATION

Each Company shall:

- (a) give full particulars to the Security Trustee of any notice, order, direction, designation, resolution or proposal given or made by any planning authority or other public body or authority ("Planning Notice") that specifically applies to any Property, or to the locality in which it is situated, within seven days after becoming aware of the relevant Planning Notice; and
- (b) (if the Security Trustee so requires) immediately, and at the cost of the Companies, take all reasonable and necessary steps to comply with any Planning Notice, and make, or join with the Security Trustee in making, such objections or representations in respect of any such Planning Notice as the Security Trustee may desire.

5 COMPLIANCE WITH COVENANTS AND PAYMENT OF RENT

Each Company shall:

- (a) observe and perform all covenants, stipulations and conditions to which each Property, or the use of it, is or may be subjected, and (if the Security Trustee so requires) produce evidence sufficient to satisfy the Security Trustee that those covenants, stipulations and conditions have been observed and performed; and
- (b) (without prejudice to the generality of the foregoing) where a Property, or part of it, is held under a lease, duly and punctually pay all rents due from time to time, and perform and observe all the tenant's covenants and conditions.

6 MAINTENANCE OF INTERESTS IN PROPERTIES

No Company shall, without the prior written consent of the Security Trustee:

- (a) grant, or agree to grant, any licence or tenancy affecting the whole or any part of any Property, or exercise the statutory powers of leasing (or agreeing to lease) or of accepting (or agreeing to accept) surrenders under sections 99 or 100 of the Law of Property Act 1925; or
- (b) in any other way dispose of, or agree to dispose of, surrender or create any legal or equitable estate or interest in the whole or any part of any Property.

7 REGISTRATION RESTRICTIONS

Each Company shall procure that no person shall be registered under the Land Registration Acts 1925 to 2002 as proprietor of any Property without the prior written consent of the Security Trustee. The Companies shall be liable for the Costs of the Security Trustee in lodging cautions against the registration of the title to the whole or any part of any Property from time to time.

8 DEVELOPMENT RESTRICTIONS

Each Company shall not, without the prior written consent of the Security Trustee, carry out, or permit, or suffer to be carried out on any Property any development as defined in the Town and Country Planning Act 1990 or change or permit or suffer to be changed the use of any Property.

9 ENVIRONMENT

Each Company shall:

- (a) comply with all the requirements of Environmental Law both in the conduct of its general business and in the management, possession or occupation of each Property; and
- (b) obtain and comply with all authorisations, permits and other types of licences necessary under Environmental Law.

10 NO RESTRICTIVE OBLIGATIONS

No Company shall, without the prior written consent of the Security Trustee, enter into any onerous or restrictive obligations affecting the whole or any part of any Property, or create or permit to arise any overriding interest, easement or right whatever in or over the whole or any part of any Property.

11 PROPRIETARY RIGHTS

Each Company shall procure that no person shall become entitled to assert any proprietary or other like right or interest over the whole or any part of any Property without the prior written consent of the Security Trustee.

12 INSPECTION

Each Company shall permit the Security Trustee, any Receiver and any person appointed by either of them to enter on and inspect any Property on reasonable prior notice.

13 PROPERTY INFORMATION

Each Company shall inform the Security Trustee promptly of any acquisition by any Company of, or contract made by any Company to acquire, any freehold, leasehold or other interest in any property.

14 REGISTRATION AT THE LAND REGISTRY

Each Company consents to an application being made by the Security Trustee to the Land Registrar for the following restriction in Form P to be registered against its title to each Property:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the charge dated [DATE] in favour of Growth Capital Partners Nominees Limited (as Security Trustee) referred to in the charges register."

Part 4 – Investment covenants**1 REGISTRATION OF INVESTMENTS****1.1 Each Company shall:**

- (a) terminate with immediate effect all nominations it may have made under sections 145 and 146 of the Companies Act 2006 in respect of any Investments and, pending that termination, procure that any person so nominated:
 - (i) does not exercise any rights in respect of any Investments without the prior written approval of the Security Trustee; and

- (ii) immediately on receipt, forward to the Security Trustee all communications or other information received in respect of any Investments for which it has been so nominated; and
 - (b) at the direction of the Security Trustee, immediately execute and deliver to the Security Trustee all transfers and other documents, and do all such things, as may be necessary or desirable to register all or any of the Investments in the name of the Security Trustee or its nominee.
- 1.2 During the Security Period, no Company shall exercise any rights under sections 145 and of the Companies Act 2006 to nominate any person in respect of any of the Investments.

2 ADDITIONAL REGISTRATION OBLIGATIONS

Each Company shall:

- (a) obtain all consents, waivers, approvals and permissions that are necessary, under the articles of association of any issuer that is not a public company or otherwise, for the transfer of the Investments to the Security Trustee or its nominee, or to a purchaser on enforcement of this debenture; and
- (b) procure the amendment of the share transfer provisions of the articles of association of each issuer that is not a public company in such manner as the Security Trustee may require in order to permit such a transfer.

3 DIVIDENDS AND VOTING RIGHTS PRIOR TO ENFORCEMENT

For so long as the security constituted by this debenture is not enforceable, each Company may:

- (a) receive and retain (from the issuer entity or the Security Trustee) all dividends and other distributions deriving from or in respect of the Investments; and
- (b) exercise (or direct the Security Trustee to exercise) all voting and other rights and powers attached to the Investments provided that such exercise does not adversely affect the Investments and is not otherwise inconsistent with this debenture.

4 DIVIDENDS AND VOTING RIGHTS POST ENFORCEMENT

After the security constituted by this debenture has become enforceable:

- (a) all dividends and other distributions paid in respect of the Investments and received by any Company shall be held by the relevant Company on trust for the Security Trustee and immediately paid into a Designated Account or, if received by the Security Trustee, shall be retained by the Security Trustee; and
- (b) all voting and other rights and powers attaching to the Investments shall be exercised by, or at the direction of, the Security Trustee and the relevant Company shall, and shall procure that its nominees shall, comply with any

directions the Security Trustee may give, in its absolute discretion, concerning the exercise of those rights and powers.

5 CALLS ON INVESTMENTS

Each Company shall duly and promptly pay all calls, instalments and other monies that may be payable from time to time in respect of the Investments. Each Company acknowledges that the Security Trustee shall not be under any liability in respect of any such calls, instalments or other monies.

6 NO ALTERATION OF INVESTMENTS

No Company shall, without the prior written consent of the Security Trustee, amend, or agree to the amendment of, the memorandum or articles of association, or any other constitutional documents, of any issuer that is not a public company, or the rights or liabilities attaching to any of the Investments.

7 PRESERVATION OF INVESTMENTS

Each Company shall ensure (as far as it is able to by the exercise of all voting rights, powers of control and other means available to it) that any issuer that is not a public company shall not:

- (a) consolidate or subdivide any of its Investments, or reduce or re-organise its share capital in any way;
- (b) issue any new shares or stock; or
- (c) refuse to register any transfer of any of its Investments that may be lodged for registration by, or on behalf of, the Security Trustee or a Company in accordance with this debenture.

8 INVESTMENTS INFORMATION

Each Company shall send to the Security Trustee copies of all notices, circulars, reports, accounts and other documents, which are sent to holders of any Investments, promptly following receipt.

Part 5 – Equipment covenants

1 MAINTENANCE OF EQUIPMENT

Each Company shall:

- (a) maintain the Equipment in good and serviceable condition (except for expected fair wear and tear); and
- (b) not permit any Equipment to be:
 - (i) used or handled other than by properly qualified and trained persons;
 - or

- (ii) overloaded or used for any purpose for which it is not designed or reasonably suitable.

2 PAYMENT OF EQUIPMENT TAXES

Each Company shall promptly pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the Equipment and, on demand, produce evidence of such payment to the Security Trustee.

3 EQUIPMENT INFORMATION

Each Company shall:

- (a) give the Security Trustee any information concerning the location, condition, use and operation of Equipment as the Security Trustee may require; and
- (b) permit any persons designated by the Security Trustee to inspect and examine Equipment and the records relating to Equipment at all reasonable times.

4 EQUIPMENT INSURANCE

Each Company shall:

- (a) at its own expense, procure that the Equipment is covered and kept covered by insurance of a kind satisfactory to the Security Trustee with insurers approved by the Security Trustee (such approval not to be unreasonably withheld) for full comprehensive insurance cover, which shall include (but not be limited to) fire, theft and accident, for an amount that is not less than the aggregate cost of reinstating or replacing the Equipment;
- (b) if the Security Trustee so requires, procure that the interest of the Security Trustee is noted on all such insurance policies or, at the option of the Security Trustee, that such insurance policies are issued in the joint names of the Security Trustee and the relevant Company; and
- (c) maintain insurance for third party liabilities in such amount, and on such terms, as is usual for users of equipment of the same type as the Equipment.

5 NOTICE OF CHARGE

Each Company shall, if so requested by the Security Trustee, place and maintain on each item of Equipment, in a conspicuous place, a clearly legible identification plate containing the following wording:

"NOTICE OF CHARGE

This [DESCRIBE ITEM] and ancillary equipment is subject to a fixed charge dated [DATE] in favour of Growth Capital Partners Nominees Limited".

Part 6 – Intellectual Property covenants

1 PRESERVATION OF RIGHTS

Each Company shall take all necessary action to safeguard and maintain present and future rights in, or relating to, the Intellectual Property including (without limitation) observing all covenants and stipulations relating to such rights, and paying all applicable renewal fees, licence fees and other outgoings.

2 REGISTRATION OF INTELLECTUAL PROPERTY

Each Company shall use all reasonable efforts to register applications for the registration of any Intellectual Property, and shall keep the Security Trustee informed of all matters relating to each such registration.

3 MAINTENANCE OF INTELLECTUAL PROPERTY

No Company shall permit any Intellectual Property to be abandoned, cancelled or to lapse.

SCHEDULE 7

Powers of the Security Trustee

1 POWER TO REMEDY

The Security Trustee shall be entitled (but shall not be bound) to remedy, at any time, a breach by any Company of any of its obligations contained in this debenture, and the Companies irrevocably authorise the Security Trustee and its agents to do everything necessary or desirable for that purpose.

2 EXERCISE OF RIGHTS

The rights of the Security Trustee under paragraph 1 of this Schedule 7 are without prejudice to any other rights of the Security Trustee under this debenture. The exercise of those rights shall not make the Security Trustee liable to account as a mortgagee in possession.

3 POWER TO DISPOSE OF CHATTELS

3.1 At any time after the security constituted by this debenture has become enforceable, the Security Trustee or any Receiver may, as agent for any Company, dispose of any chattels or produce found on any Property.

3.2 Without prejudice to any obligation to account for the proceeds of any disposal made under paragraph 3.1 of this Schedule 7, the Companies shall indemnify the Security Trustee and any Receiver against any liability arising from such disposal.

4 PRIOR ENCUMBRANCES

At any time after the security constituted by this debenture has become enforceable, or after any powers conferred by any Encumbrance having priority to this debenture shall have become exercisable, the Security Trustee may:

- (a) redeem such or any other prior Encumbrance, or procure its transfer to itself; and
- (b) settle any account of the holder of any prior Encumbrance.

Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the Companies. All monies paid by the Security Trustee to the holder of an Encumbrance in settlement of such an account shall, as from its payment by the Security Trustee, be due from the relevant Company to the Security Trustee on current account and shall bear interest and be secured as part of the Secured Liabilities.

5 CONVERSION OF CURRENCY

5.1 For the purpose of, or pending the discharge of, any of the Secured Liabilities, the Security Trustee may convert any monies received, recovered or realised by it under this debenture (including the proceeds of any previous conversion under this Paragraph 5) from their existing currencies into such other currencies as the Security Trustee may think fit.

- 5.2 Any such conversion shall be effected at the Bank's then prevailing spot selling rate of exchange for such other currency against the existing currency.
- 5.3 Each reference in this Paragraph 5 to a currency extends to funds of that currency and, for the avoidance of doubt, funds of one currency may be converted into different funds of the same currency.

6 NEW ACCOUNTS

- 6.1 If the Security Trustee receives notice of any subsequent Encumbrance, or other interest, affecting all or part of the Charged Property, the Security Trustee may open a new account for the Companies in the Security Trustee's books. Without prejudice to the Security Trustee's right to combine accounts, no money paid to the credit of the Companies in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Liabilities.
- 6.2 If the Security Trustee does not open a new account immediately on receipt of notice under paragraph 6.1 of this Schedule 7, then (unless the Security Trustee gives express written notice to the contrary to the Companies) all payments made by the Companies to the Security Trustee shall be treated as having been credited to a new account of the Companies and not as having been applied in reduction of the Secured Liabilities, as from the time of receipt of the relevant notice by the Security Trustee.

7 SECURITY TRUSTEE'S SET-OFF RIGHTS

If the Security Trustee has more than one account for the Companies in its books, the Security Trustee may at any time after:

- (a) the security constituted by this debenture has become enforceable; or
- (b) the Security Trustee has received notice of any subsequent Encumbrance or other interest affecting all or any part of the Charged Property,

transfer, without prior notice, all or any part of the balance standing to the credit of any account to any other account that may be in debit (but the Security Trustee shall notify the Companies of the transfer once made).

8 INDULGENCE

The Security Trustee may, at its discretion, grant time or other indulgence, or make any other arrangement, variation or release with any person or persons not being a party to this debenture (whether or not any such person is jointly liable with the Companies) in respect of any of the Secured Liabilities, or of any other security for them without prejudice either to this debenture or to the liability of the Companies for the Secured Liabilities.

SCHEDULE 8

Enforcement

1 STATUTORY POWER OF SALE

The statutory powers of sale conferred by the Law of Property Act 1925 shall, as between the Security Trustee and a purchaser from the Security Trustee, arise on and be exercisable at any time after the execution of this debenture, but the Security Trustee shall not exercise such power of sale until the security constituted by this debenture has become enforceable under clause 8.1 of this debenture.

2 EXTENSION OF STATUTORY POWERS

The statutory powers of leasing and accepting surrenders conferred on mortgagees under the Law of Property Act 1925, and by any other statute, are extended so as to authorise the Security Trustee and any Receiver, at any time after the security constituted by this debenture has become enforceable, whether in its own name or in that of any Company, to:

- (a) grant any lease or agreement for lease;
- (b) accept surrenders of leases; or
- (c) grant any option of the whole or any part of the freehold and leasehold property of the relevant Company with whatever rights relating to other parts of it,

whether or not at a premium and containing such covenants on the part of the relevant Company, and on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as the Security Trustee or Receiver thinks fit, without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925

3 PROTECTION OF THIRD PARTIES

No purchaser, mortgagee or other person dealing with the Security Trustee or any Receiver shall be concerned to enquire:

- (a) whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;
- (b) whether any power the Security Trustee or a Receiver is purporting to exercise has become exercisable; or
- (c) how any money paid to the Security Trustee, any Receiver or any Delegate is to be applied.

4 NO LIABILITY AS MORTGAGEE IN POSSESSION

Neither the Security Trustee, nor any Receiver nor any Administrator shall be liable to account as mortgagee in possession in respect of all or any of the Charged Property, nor shall any of them be liable for any loss on realisation of, or for any

neglect or default of any nature in connection with, all or any of the Charged Property for which a mortgagee in possession might be liable as such.

5 APPOINTMENT OF RECEIVER

5.1 At any time after the security constituted by this debenture has become enforceable, or at the request of any Company, the Security Trustee may, without further notice:

- (a) appoint by way of deed, or otherwise in writing, any one or more person or persons to be a Receiver of all or any part of the Charged Property; and
- (b) (subject to section 45 of the Insolvency Act 1986) from time to time, by way of deed, or otherwise in writing, remove any person appointed to be Receiver and may, in a similar manner, appoint another in his place.

Where more than one person is appointed Receiver, each Receiver shall have power to act separately (unless the appointment by the Security Trustee specifies to the contrary).

5.2 The Security Trustee may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the Law of Property Act 1925, and the remuneration of the Receiver shall be a debt secured by this debenture which shall be due and payable immediately upon its being paid by the Security Trustee.

6 POWER OF SALE ADDITIONAL

6.1 The powers of sale and appointing a Receiver conferred by this debenture shall be in addition to all statutory and other powers of the Security Trustee under the Insolvency Act 1986, the Law of Property Act 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the Law of Property Act 1925 or otherwise.

6.2 The power to appoint a Receiver (whether conferred by this debenture or by statute) shall be, and remain, exercisable by the Security Trustee despite any prior appointment in respect of all or any part of the Charged Property.

7 AGENT OF THE COMPANIES

Any Receiver appointed by the Security Trustee under this debenture shall be the agent of the relevant Company, and that Company shall be solely responsible for his acts and remuneration, as well as for any defaults committed by him.

8 POWERS OF RECEIVER

Any Receiver appointed by the Security Trustee under this debenture shall, in addition to the powers conferred on him by the Law of Property Act 1925 and the Insolvency Act 1986, have:

- (a) the power to do all such acts and things that an absolute owner could do in the management of that part of the Charged Property over which the Receiver is appointed; and
- (b) the powers set out in Schedule 9.

9 ORDER OF APPLICATION OF PROCEEDS

All monies received by the Security Trustee or a Receiver in the exercise of any enforcement powers conferred by this debenture shall be applied:

- (a) first, in paying all unpaid fees, costs and other liability incurred by, or on behalf of, the Security Trustee (and any Receiver, attorney or agent appointed by it);
- (b) second, in paying the remuneration of any Receiver (as agreed between the Receiver and the Security Trustee);
- (c) third, in or towards discharge of the Secured Liabilities in such order and manner as the Security Trustee determines; and
- (d) finally, in paying any surplus to the relevant Company or any other person entitled to it.

10 APPROPRIATION

Neither the Security Trustee nor any Receiver shall be bound (whether by virtue of section 109(8) of the Law of Property Act 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities.

11 SUSPENSE ACCOUNT

All monies received by the Security Trustee or a Receiver under this debenture may, at the discretion of the Security Trustee or Receiver, be credited to a suspense or securities realised account and be held in such account for so long as the Security Trustee or Receiver thinks fit, and shall bear interest at such rate, if any, as may be agreed in writing between the Security Trustee and the Companies.

12 POWER OF ATTORNEY

By way of security, each Company irrevocably appoints the Security Trustee and every Receiver separately to be the attorney of that Company and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that:

- (a) that Company is required to execute and do under this debenture, including execute any document required by the Security Trustee under Paragraph 6 of Part 1 of Schedule 6; and
- (b) any attorney may deem proper or desirable in exercising any of the powers, authorities and discretions conferred by this debenture or by law on the Security Trustee or any Receiver.

13 RATIFICATION OF ACTS OF ATTORNEY

Each Company ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise or purported exercise of

all or any of the powers, authorities and discretions referred to in paragraph 12 of this Schedule 8.

14 APPOINTMENT OF AN ADMINISTRATOR

- 14.1 The Security Trustee may, without notice to the relevant Company, appoint any one or more persons to be an administrator of that Company pursuant to Paragraph 14 of Schedule B1 of the Insolvency Act 1986 if the security constituted by this debenture becomes enforceable.
- 14.2 Any appointment under this Paragraph 14 shall:
- (a) be in writing signed by a duly authorised signatory of the Security Trustee; and
 - (b) take effect, in accordance with paragraph 19 of Schedule B1 of the Insolvency Act 1986, when the requirements of paragraph 18 of that Schedule B1 are satisfied.
- 14.3 The Security Trustee may, subject to any necessary approval from the court, end the appointment of an Administrator by notice in writing in accordance with this Paragraph 14 and appoint a replacement for any Administrator whose appointment ends for any reason under that paragraph.

SCHEDULE 9**Further powers of a Receiver****1 POWER TO REPAIR AND DEVELOP PROPERTIES**

A Receiver may undertake or complete any works of repair, building or development on the Properties.

2 POWER TO SURRENDER LEASES

A Receiver may grant, or accept surrenders of, any leases or tenancies affecting the Properties on such terms, and subject to such conditions, as he thinks fit.

3 POWER TO EMPLOY PERSONNEL AND ADVISORS

A Receiver may provide services and employ, or engage, such managers, contractors and other personnel and professional advisors on such terms as he thinks fit.

4 POWER TO MAKE VAT ELECTIONS

A Receiver may make exercise or revoke any value added tax option to tax as he thinks fit.

5 POWER TO CHARGE FOR REMUNERATION

A Receiver may charge and receive such sum by way of remuneration (in addition to all costs, charges and expenses incurred by him) as the Security Trustee may prescribe or agree with him.

6 POWER TO REALISE CHARGED PROPERTY

A Receiver may collect and get in the Charged Property, or any part of it, in respect of which he is appointed and make such demands, and take such proceedings, as may seem expedient for that purpose, and take possession of the Charged Property with like rights.

7 POWER TO MANAGE OR RECONSTRUCT THE COMPANY'S BUSINESS

A Receiver may carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of the relevant Company.

8 POWER TO DISPOSE OF CHARGED PROPERTY

A Receiver may grant options and licences over all or any part of the Charged Property, sell, assign, lease and accept surrenders of leases of (or concur in selling, assigning, leasing or accepting surrenders of leases of) all or any of the Charged Property in respect of which he is appointed for such consideration and, in such manner (including, without limitation, by public auction or private sale) and generally on such terms and conditions as he thinks fit. A Receiver may promote, or concur in promoting, a company to purchase the Charged Property to be disposed of by him.

9 POWER TO SEVER FIXTURES AND FITTINGS

A Receiver may sever and sell separately any fixtures or fittings from any Property without the consent of the relevant Company.

10 POWER TO SELL BOOK DEBTS

A Receiver may sell and assign all or any of the Book Debts in respect of which he is appointed in such manner, and generally on such terms and conditions, as he thinks fit.

11 POWER TO MAKE SETTLEMENTS

A Receiver may make any arrangement, settlement or compromise between the relevant Company and any other person that he may think expedient.

12 POWER TO IMPROVE THE EQUIPMENT

A Receiver may make substitutions of, or improvements to, the Equipment as he may think expedient.

13 POWER TO MAKE CALLS ON COMPANY MEMBERS

A Receiver may make calls conditionally or unconditionally on the members of any relevant Company in respect of uncalled capital with, for that purpose and for the purpose of enforcing payments of any calls so made, the same powers as are conferred by the articles of association of that Company on its directors in respect of calls authorised to be made by them.

14 POWER TO APPOINT

A Receiver may appoint managers, officers, servants, workmen and agents for the purposes of this Schedule 9 at such salaries, for such periods and on such terms as he may determine.

15 POWER TO INSURE

A Receiver may, if he thinks fit, but without prejudice to the indemnity in clause 9, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by any Company under this debenture.

16 POWERS UNDER LAW OF PROPERTY ACT 1925

A Receiver may exercise all powers provided for in the Law of Property Act 1925 in the same way as if he had been duly appointed under that act, and exercise all powers provided for an administrative receiver in Schedule 1 of the Insolvency Act 1986.

17 POWER TO BORROW

A Receiver may, for any of the purposes authorised by this Schedule 9, raise money by borrowing from the Security Trustee (or from any other person) either unsecured

or on the security of all or any of the Charged Property in respect of which he is appointed on such terms as he shall think fit (including, if the Security Trustee consents, terms under which such security ranks in priority to this debenture).

18 POWER TO REDEEM PRIOR ENCUMBRANCES

A Receiver may redeem any prior Encumbrance and settle and pass the accounts to which the Encumbrance relates. Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the relevant Company, and the monies so paid shall be deemed to be an expense properly incurred by him.

19 INCIDENTAL POWERS

A Receiver may do all such other acts and things:

- (a) as he may consider desirable or necessary for realising any of the Charged Property;
- (b) as he may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this deed or law; or
- (c) which he lawfully may or can do as agent for any Company.

20 SCOPE OF POWERS

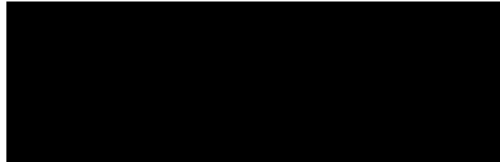
Any exercise of any of the powers given by this Schedule 9 may be on behalf of any Company, the directors of any Company (in the case of the power contained in paragraph 13 of this Schedule 9) or himself.

SIGNATURES**Parent**

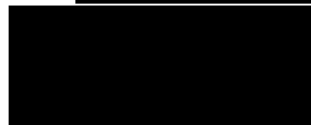
EXECUTED as a **DEED** by
HAMSARD 3367 LIMITED acting by
a director in the presence of:

Director

Signature :
Name :

**Witness**

Signature :
Name :
Occupation :
Address :



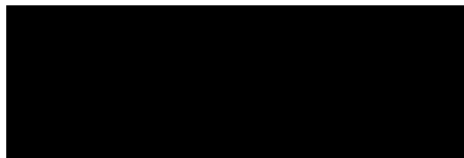
Jayne Aarons
Solicitor
Squire Patton Boggs (UK) LLP
2 Park Lane, Leeds LS3 1ES

Companies

EXECUTED as a **DEED** by
HAMSARD 3367 LIMITED acting by
a director in the presence of:

Director

Signature :
Name :

**Witness**

Signature :
Name :
Occupation :
Address :

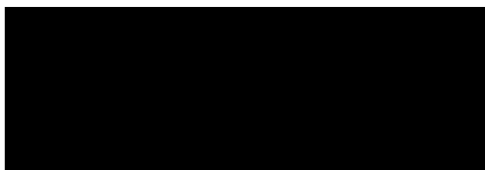


Jayne Aarons
Solicitor
Squire Patton Boggs (UK) LLP
2 Park Lane, Leeds LS3 1ES

EXECUTED as a **DEED** by
HAMSARD 3366 LIMITED acting by
a director in the presence of:

Director

Signature :
Name :

**Witness**

Signature :
Name :
Occupation :
Address :

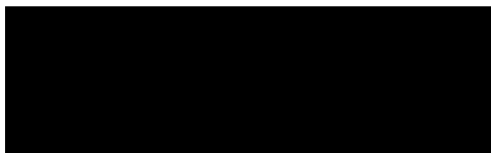


Jayne Arons
Solicitor
Squire Patton Boggs (UK) LLP
2 Park Lane, Leeds LS3 1ES

EXECUTED as a **DEED** by **COOKE**
OPTICS LIMITED acting by a director
in the presence of:

Director

Signature :
Name :

**Witness**

Signature :
Name :
Occupation :
Address :

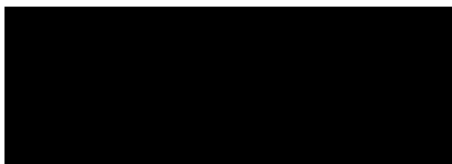


Jayne Arons
Solicitor
Squire Patton Boggs (UK) LLP
2 Park Lane, Leeds LS3 1ES

EXECUTED as a **DEED** by **COOKE**
OPTICS TV LIMITED acting by a
director in the presence of:

Director

Signature :
Name :

**Witness**

Signature :
Name :
Occupation :
Address :



Jayne Arons
Solicitor
Squire Patton Boggs (UK) LLP
2 Park Lane, Leeds LS3 1ES

Security Trustee

EXECUTED as a **DEED** by **GROWTH
CAPITAL PARTNERS NOMINEES
LIMITED** acting by its duly authorised
attorney:

Authorised Attorney

Signature :
Name :

[Redacted Signature and Name]

Witness

Signature :
Name :
Occupation :
Address :

[Redacted Signature and Name]

Jayne Aarons
Solicitor
Squire Patton Boggs (UK) LLP
2 Park Lane, Leeds LS3 1ES