

MG01

✓ 051269/13

Oyez

Particulars of a mortgage or charge

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

You cannot use this form to register particulars of a charge of company. To do this, please use form MG01s

TUESDAY



LD2

"L1FALIVM"

14/08/2012

#51

COMPANIES HOUSE

1 Company details

Company number 03095862

Company name in full AEA Technology plc (the *Company*)

8

For official use

► Filling in this form

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2 Date of creation of charge

Date of creation 05/08/2012

3 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

An English law governed security agreement dated 5 August 2012 between AEA Technology Group plc, the Company, AEA Technology Intermediate (UK) Limited, AEAT Holdings Limited, AEA Technology Acquisition Limited and AEA Technology Intermediate (US) Inc. (as **Chargors**) and Lloyds TSB Bank plc for itself and as agent and trustee for each of the other Secured Parties (as defined in paragraph 8 (*Definitions*) of the continuation pages attached hereto) (the **Security Agent**) (the **Security Agreement**).

4 Amount secured

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

Amount secured

The Revolving Facility C Liabilities and the Additional Ancillary Facilities Liabilities (the **Secured Obligations**).

Unless defined elsewhere in this Form MG01, capitalised terms used in this Form MG01 shall have the meanings given to them in paragraph 8 (*Definitions*) of the continuation pages attached hereto.

Unless the context otherwise requires, capitalised terms importing the plural include the singular and vice versa.

Continuation page

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

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Particulars of a mortgage or charge

5 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	Lloyds TSB Bank plc
Address	1st Floor, Princess House 1 Suffolk Lane, London
Postcode	E C 4 R 0 A X
Name	
Address	
Postcode	

6 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	See continuation sheets attached hereto.
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Particulars of a mortgage or charge

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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

- 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

None

8

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 870).

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 866). 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).

9

Signature

Please sign the form here

Signature




Signature





X Freshfields Bruckhaus Deringer LLP X

This form must be signed by a person with an interest in the registration of the charge

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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	Leon Daoud
Company name	Freshfields Bruckhaus Deringer LLP
Address	
65 Fleet Street	
London	
England	
Post town	United Kingdom
County/Region	
Postcode	E C 4 Y 1 H S
Country	
DX DX 23 London/Chancery Lane	
Telephone	020 7936 4000
	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.	
<input type="checkbox"/> The company name and number match the information held on the public Register	
<input type="checkbox"/> You have included the original deed with this form	
<input type="checkbox"/> You have entered the date the charge was created	
<input type="checkbox"/> You have supplied the description of the instrument.	
<input type="checkbox"/> You have given details of the amount secured by the mortgagee or chargee	
<input type="checkbox"/> You have given details of the mortgagee(s) or person(s) entitled to the charge	
<input type="checkbox"/> You have entered the short particulars of all the property mortgaged or charged	
<input type="checkbox"/> You have signed the form	
<input type="checkbox"/> 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	

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Particulars of a mortgage or charge



6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1. CREATION OF SECURITY

1.1 Legal mortgages

Pursuant to Clause 3.1 (*Legal mortgages*) of the Security Agreement, the Company charges and agrees to charge in favour of the Security Agent by way of first legal mortgage:

(a) the Real Property in England or Wales vested in it on the date of the Security Agreement; and

(b) the Group Shares and any other shares forming part of the Investments belonging to it on the date of the Security Agreement.

1.2 Fixed charges

Pursuant to Clause 3.2 (*Fixed charges*) of the Security Agreement, the Company charges and agrees to charge in favour of the Security Agent by way of first fixed charge all its rights, title and interest from time to time in and to:

(a) the Real Property (to the extent not the subject of a mortgage under paragraph 1.1 (*Legal mortgages*) of this Form MG01 (Clause 3.1 (*Legal mortgages*) of the Security Agreement));

(b) the Investments (to the extent not the subject of a mortgage under paragraph 1.1 (*Legal mortgages*) of this Form MG01 (Clause 3.1 (*Legal mortgages*) of the Security Agreement));

(c) any plant and machinery, vehicles, office equipment, computers and other chattels (excluding any forming part of its stock in trade or work in progress) and all Related Rights;

(d) the Holding Accounts;

(e) any goodwill and rights in relation to its uncalled capital,

(f) the benefit of all consents and agreements held by it in connection with the use of any of its assets;

(g) the Intellectual Property;

(h) any beneficial interest, claim or entitlement of it to any assets of any pension fund; and

(i) any Intra-Group Receivables.

1.3 Floating charge

Pursuant to Clause 3.3 (*Floating charge*) of the Security Agreement.

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Particulars of a mortgage or charge



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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(a) The Company charges in favour of the Security Agent by way of first floating charge all its present and future undertaking and assets of whatever type and wherever located.

(b) The floating charge created by the Company pursuant to paragraph (a) of this paragraph 1.3 of this Form MG01 (paragraph (a) of Clause 3.3 of the Security Agreement) shall be deferred in point of priority to all other Transaction Security.

(c) The floating charge created by the Company pursuant to paragraph (a) of this paragraph 1.3 of this Form MG01 (paragraph (a) of Clause 3.3 of the Security Agreement) is a "qualifying floating charge" for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986. Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to this Security Agreement.

2. CONVERSION OF FLOATING CHARGE

2.1 Conversion by notice

Pursuant to Clause 4.1 (*Conversion by notice*) of the Security Agreement, the Security Agent may by notice in writing to the Company convert the floating charge created by the Company under paragraph 1.3(a) (*Floating charge*) of this Form MG01 (Clause 3.3(a) (*Floating charge*) of the Security Agreement) with immediate effect into fixed charges as regards all or any of the Company's assets, rights and property specified in the notice if:

(a) an Enforcement Event has occurred; or

(b) the Security Agent in good faith considers any Security Asset subject to such floating charge to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy; or

(c) the Security Agent in good faith considers that such conversion is desirable in order to protect the value of the Security Assets or the priority of the Transaction Security.

2.2 Automatic conversion

Pursuant to Clause 4.2 (*Automatic conversion*) of the Security Agreement, the floating charge created under paragraph 1.3(a) (*Floating charge*) of this Form MG01 (Clause 3.3(a) (*Floating charge*) of the Security Agreement) shall automatically and immediately be converted into a fixed charge over all of the Company's assets, rights and property not already subject to an effective fixed charge:

(a) if the Company takes any step to create any Security Interests in breach of paragraph 4 (*Restriction on dealings*) of this Form MG01 (Clause 7 (*Restriction on dealings*) of the Security Agreement) over any of the Security Assets subject to such floating charge; or

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Particulars of a mortgage or charge



6 Short particulars of all the property mortgaged or charged

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Short particulars

(b) if any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of the Security Assets subject to such floating charge; or

(c) on the taking of any corporate action, legal proceedings or other insolvency proceedings.

2.3 Moratorium

Pursuant to Clause 4.3 (*Moratorium*) of the Security Agreement, the floating charge created under paragraph 1.3(a) (*Floating charge*) of this Form MG01 (Clause 3.3(a) (*Floating charge*) of the Security Agreement) 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 under the Insolvency Act 2000.

2.4 Reconversion to floating charge

Pursuant to Clause 4.4 (*Reconversion to floating charge*) of the Security Agreement, any floating charge which has crystallised under paragraph 2.1 (*Conversion by notice*) of this Form MG01 or paragraph 2.2 (*Automatic conversion*) of this Form MG01 (Clause 4.1 (*Conversion by notice*) or Clause 4.2 (*Automatic conversion*) respectively of the Security Agreement) may by notice in writing given at any time by the Security Agent (acting on the unanimous instructions of each Secured Party) to the Company be reconverted into a floating charge under paragraph 1.3(a) (*Floating charge*) of this Form MG01 (Clause 3.3(a) (*Floating charge*) of the Security Agreement) in relation to the assets, rights and property specified in such notice.

3. PROVISIONS RELATING TO TRANSACTION SECURITY

Pursuant to Clause 6 (*Provisions relating to Transaction Security*) of the Security Agreement:

(a) All Transaction Security:

(1) is created in favour of the Security Agent for itself and on behalf of each of the other Secured Parties;

(1i) is created over the present and future assets of the Company;
and

(111) is a continuing security for the payment, discharge and performance of all of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part.

(b) The Transaction Security created pursuant to this Security Agreement shall be in addition to and not in substitution for or derogation of any other security (whether given by the Company or otherwise) now or from time to time hereafter held by the Security Agent or any other Secured Party in respect of or in connection with any or all of the Secured Obligations.

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Particulars of a mortgage or charge



6 Short particulars of all the property mortgaged or charged

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(c) If the Company purports to mortgage, assign or charge (absolutely or by way of first fixed mortgage or charge) an asset under this Security Agreement and such mortgage, assignment or charge breaches a term of an agreement binding on the Company in respect of that asset because the consent of a person (other than a member of the Group) has not been obtained:

(1) any such breach of a term of an agreement binding on the Company shall not in turn constitute a breach of any of the representations and warranties given by the Company in the Finance Documents unless it relates to Group Shares or a Holding Account;

(11) subject to sub-paragraph (1v) of paragraph 3(c) of this Form MG01 (paragraph (1v) of Clause 6(c) of the Security Agreement), the relevant mortgage, assignment or fixed charge hereunder will extend to (to the extent no breach of the relevant agreement would occur) the Related Rights in respect of that asset but will exclude the asset itself;

(111) unless the Security Agent otherwise requires, the Company shall use reasonable endeavours to obtain the consent of the relevant person and, once obtained, shall promptly provide a copy of that consent to the Security Agent;

(1v) forthwith upon receipt of the relevant consent, the relevant asset shall become subject to the Transaction Security in favour of the Security Agent under paragraph 1.1 (*Legal mortgages*) and paragraph 1.2 (*Fixed charges*) of this Form MG01 (Clause 3.1 (*Legal mortgages*) and Clause 3.2 (*Fixed charges*) respectively of the Security Agreement); and

(v) in the case of a lease, if despite the Company's endeavours under sub-paragraph (111) above of this Form MG01 (paragraph (111) of Clause 6(c) of the Security Agreement), any lessor of any leasehold property takes, or threatens to take, proceedings for forfeiture of a lease on the grounds that its consent had not been obtained to the creation of a charge over that leasehold interest in this Security Agreement, the Security Agent will (if so requested by the Company) release the fixed security constituted by this Security Agreement over that lease.

(d) The Security Agent holds the benefit of this Security Agreement on trust for itself and each of the other Secured Parties.

(e) The Transaction Security created pursuant to this Security Agreement by the Company is made with full title guarantee under the Law of Property (Miscellaneous Provisions) Act 1994 but in each case so that the covenants implied by the Law of Property (Miscellaneous Provisions) Act 1994 in relation to such mortgage, charge or assignment are construed with the omission of:

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Particulars of a mortgage or charge



6 Short particulars of all the property mortgaged or charged

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Short particulars

(1) the words "other than any charges, encumbrances or rights which that person does not and could not reasonably be expected to know about" in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994;

(1i) the words "except to the extent that" and all the words thereafter in section 3(2) of the Law of Property (Miscellaneous Provisions) Act 1994; and

(111) section 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994.

(f) If the Security Agent considers in good faith that an amount paid to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then the Transaction Security and the liability of the Company under this Security Agreement shall continue and that amount will not be considered to have been irrevocably paid for the purposes of this Security Agreement.

4. RESTRICTION ON DEALINGS

Pursuant to Clause 7 (*Restriction on dealings*) of the Security Agreement, the Company may not:

(a) create or permit to subsist any Security Interests on any of the Security Assets; or

(b) (whether by a single transaction or a number of related or unrelated transactions and whether at the same time or over a period of time) assign, charge, transfer or dispose of all or any part of its rights, title and interest in and to the Security Assets,

unless permitted to do so under the Facility Agreement.

5. FURTHER ASSURANCES

Pursuant to Clause 19 (*Further assurances*) of the Security Agreement, the Company shall, at its own expense, take whatever action the Security Agent or a Receiver may reasonably require or consider expedient for:

(a) creating, perfecting or protecting any Security Interest intended to be created by or pursuant to this Security Agreement;

(b) facilitating the realisation of any Security Asset;

(c) creating and perfecting security in favour of the Security Agent over the assets of the Company located in any jurisdiction outside England and Wales;

(d) facilitating the exercise of any right, power or discretion exercisable by the Security Agent or any Receiver in respect of any Security Asset,

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6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>including:</p> <p>(e) the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance of any property, whether to the Security Agent (or to its nominee);</p> <p>(f) the transfer of legal and/or equitable title in any existing or future Real Property to a third party (including after the Security Agent has exercised any right of appropriation pursuant to paragraph 6 (<i>Right of appropriation</i>) of this Form MG01 (Clause 14.8 (<i>Right of appropriation</i>) of the Security Agreement); and</p> <p>(g) the giving of any notice, order or direction and the making of any filing or registration.</p> <p>6. RIGHT OF APPROPRIATION</p> <p>Clause 14.8 (<i>Right of appropriation</i>) of the Security Agreement provides that, to the extent that any of the Security Assets constitute "financial collateral" and this Security Agreement and the obligations of the Company under it constitute a "security financial collateral arrangement" (in each case, as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226)), the Security Agent shall have the right to appropriate without notice to the Company (either on a single occasion or on multiple occasions) all or any part of such financial collateral in or towards discharge of the Secured Obligations and for this purpose the value of the financial collateral so appropriated shall be:</p> <p>(a) in the case of cash, the amount standing to the credit of each Holding Account together with any accrued but unposted interest at the time the right of appropriation is exercised, and</p> <p>(b) in the case of the Investments, the market price of such Investments determined by the Security Agent in a commercially reasonable manner (including by reference to a public index or independent valuation).</p> <p>7. NEGATIVE PLEDGE</p> <p>Clause 25.4 (<i>Negative pledge</i>) of the Facility Agreement provides that:</p> <p>(a) No member of the Group will create or permit to subsist any Security Interest over any of its assets.</p> <p>(b) No member of the Group will:</p> <p>(i) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by any other member of the Group;</p> <p>(ii) sell, transfer or otherwise dispose of any of its receivables on recourse terms,</p>

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Particulars of a mortgage or charge



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Short particulars

(111) 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; or

(1v) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

(c) Paragraphs (a) and (b) above do not apply to:

(1) liens arising by operation of law (or by an agreement evidencing but not extending the same) in the ordinary course of trading of any member of the Group;

(ii) pledges of goods, the related documents of title and/or other related documents arising or created in the ordinary course of trading of a member of the Group as security only for financial indebtedness owed to a bank or financial institution directly relating to the goods or documents on or over which that pledge exists;

(111) a Security Interest arising out of title retention provisions in a supplier's standard conditions of supply of goods acquired by any member of the Group in the ordinary course of its trading;

(1v) Security Interests (except floating charges) arising under finance leases entered into by the Group permitted pursuant to the terms of the Facility Agreement;

(v) any netting or set off arrangement entered into by any member of the Group in the ordinary course of its banking arrangements with any of the Lenders for the purpose of netting debit and credit balances;

(v1) any Security Interest entered into pursuant to any Finance Document;

(v11) any conditional sale or title retention arising pursuant to any contract for the purchase of goods in the ordinary cause of trading securing obligations outstanding for not more than 120 days; or

(v111) any Security Interest securing indebtedness the principal amount of which (when aggregated with the principal amount of any other indebtedness which has the benefit of security given by any member of the Group other than any permitted under paragraphs (1) to (v11) above) does not exceed £1,000,000 (or its equivalent in another currency or currencies).

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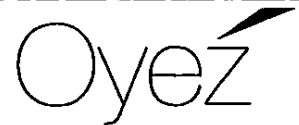
Particulars of a mortgage or charge



6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p>8. DEFINITIONS</p> <p>Accession Deed means a document substantially in the form set out in the Facility Agreement.</p> <p>Additional Ancillary Facilities Liabilities means liabilities incurred by Original Borrowers to the Ancillary Lender under or in connection with the Ancillary Facilities on or after 7 June 2012 in an amount not exceeding £2,000,000.</p> <p>Additional Borrower means a company which becomes an Additional Borrower in accordance with the terms of the Facility Agreement.</p> <p>Additional Guarantor means a company which becomes an Additional Guarantor in accordance with the terms of the Facility Agreement.</p> <p>Ancillary Document means a document setting out the terms on which Ancillary Facilities are made available.</p> <p>Ancillary Facilities means the overdraft or other current account facilities made available by an Ancillary Lender by designating a portion of its Revolving Facility A Commitment in accordance with the terms of the Facility Agreement.</p> <p>Ancillary Lender means a Lender under Revolving Facility A in its capacity as the provider of the Ancillary Facilities.</p> <p>Arranger means Lloyds TSB Bank plc as mandated lead arranger.</p> <p>Borrower means an Original Facilities Borrower or a Revolving Facility C Borrower.</p> <p>Charged Property means all of the assets of the Obligors which from time to time are, or are expressed to be, the subject of the Transaction Security.</p> <p>Delegate means any delegate, agent, attorney or co-trustee appointed by the Security Agent.</p> <p>Enforcement Event means the exercise by the Facility Agent of any of its rights under Clause 26.22 (Acceleration) of the Facility Agreement following the occurrence of an Event of Default which is continuing.</p> <p>Event of Default means any event or circumstance specified as such in the Facility Agreement.</p> <p>Facility Agent means Lloyds TSB Bank plc as facility agent of the other Finance Parties.</p>	

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Particulars of a mortgage or charge



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Facility Agreement means the agreement dated 27 September 2011 (as amended on 30 September 2011, 29 November 2011, 30 March 2012 and 6 August 2012) between, amongst others, AEA Technology Group plc, AEA Technology plc, the Arranger, the Original Lender, the Issuing Bank, the Facility Agent and the Security Agent.

Fee Letter means any letter or letters dated on or about the date of the Facility Agreement between the Arranger and AEA Technology Group plc (or the Facility Agent and AEA Technology Group plc) setting out certain of the fees referred to in the Facility Agreement.

Finance Document means the Facility Agreement, any Fee Letter, any Accession Deed, any Ancillary Document, any Resignation Letter, any Transaction Security Document and any other document designated as such by the Facility Agent and AEA Technology Group plc

Finance Party means the Facility Agent, the Security Agent, the Arranger, an Ancillary Lender, an Issuing Bank or a Lender.

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

- (a) moneys borrowed and debit balances at banks or other financial institutions;
- (b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent,
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP or IFRS, be treated as a finance or capital lease,
- (e) receivables sold, assigned or discounted (other than any receivables to the extent they are sold on a non recourse basis);
- (f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing,
- (g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account);
- (h) the acquisition cost of any asset to the extent payable before or after the time of acquisition and possession by the party liable therefor where the advance or deferred payment is arranged primarily as a method of raising finance or of financing the acquisition of that asset;

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Short particulars

(1) any counter indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and

(j) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (i).

GAAP means in respect of a member of the Group, generally accepted accounting principles in the jurisdiction of incorporation of that member of the Group.

Group means AEA Technology Group plc and its Subsidiaries for the time being and **Group Member** means any of them.

Group Shares means, in relation to the Company, the shares in any member of the Group owned legally or beneficially by it or held by the Security Agent or any nominee on its behalf (including the shares identified in respect of it in Part B of Schedule 1 (Security Assets) of this Form MG01 (Part B of Schedule 2 (Security Assets) of the Security Agreement) (if any)) and all Related Rights.

Guarantor means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with the terms of the Facility Agreement.

Holding Account means, in relation to the Company:

(a) any of its accounts specified as such in Part C of Schedule 1 (Security Assets) of this Form MG01 (Part C of Schedule 2 (Security Assets) of the Security Agreement) and all Related Rights; and

(b) any other account so designated by the Company and the Security Agent and all Related Rights.

IFRS means International Financial Reporting Standards issued and/or adopted by the International Accounting Standards Board.

Intellectual Property means (1) any patents, trade marks, service marks, designs, logos, trade names, domain names, copyrights (including rights in computer software), database rights, semi-conductor topography rights, utility models, rights in designs, rights in get up, rights in inventions, rights in know-how, moral rights and other intellectual property rights and interests (which may now or in the future subsist), in each case whether registered or unregistered, and (11) the benefit of all applications and all rights to use such assets (which may now or in the future subsist) and **registered** includes registrations and applications for registration.

Intra-Group Receivables means, in relation to the Company, any book and other debts and monetary claims owing to the Company by a member of the Group and all Related Rights.

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Investments means, in relation to the Company, any stock, share, debenture, loan stock, security, bond, warrant, coupon, interest in any investment fund and any other investment (whether or not marketable) whether held directly by or to the order of the Company or by any trustee, fiduciary or clearance system on its behalf (including the Group Shares) and all Related Rights.

Issuing Bank means Lloyds TSB Bank plc as issuing bank.

Lender means:

(a) the Original Lender; and

(b) any bank, financial institution, trust, fund or other entity which has become a party to the Facility Agreement in accordance with the terms of the Facility Agreement,

which in each case has not ceased to be a party to the Facility Agreement in accordance with the terms of the Facility Agreement.

Obligor means a Borrower or a Guarantor

Original Borrower means AEA Technology Group plc and AEA Technology plc.

Original Facilities Borrower means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with the terms of the Facility Agreement.

Original Guarantor means AEA Technology Group plc, AEA Technology Intermediate (UK) Limited, AEA Technology plc, AEAT Holdings Limited, AEA Technology Acquisition Limited, Project Performance Corporation, AEA Technology North America, Inc., AEA Technology Intermediate (US) Inc. and Eastern Research Group, Inc.

Original Lender means Lloyds TSB Bank plc as lender.

Real Property means, in relation to the Company:

(a) any freehold, leasehold, licence or other interest in any immovable property (including the property identified in respect of it in Part A of Schedule 1 (Security Assets) of this Form MG01 (Part A of Schedule 2 (Security Assets) of the Security Agreement) (if any)) and all Related Rights; and

(b) any buildings, trade and other fixtures or fittings forming part of such property and all Related Rights.

Receiver means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property.

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Particulars of a mortgage or charge



6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Related Rights means, in relation to any asset:

- (a) all rights under any licence, agreement for sale or agreement for lease or other use in respect of all or any part of that asset;
- (b) all rights, powers, benefits, claims, contracts, warranties, remedies, covenants for title, security, guarantees or indemnities in respect of any part of that asset;
- (c) the proceeds of sale of all or any part of that asset; and
- (d) any other moneys paid or payable in respect of that asset.

Resignation Letter means a letter substantially in the form set out in the Facility Agreement.

Revolving Facility A means a Sterling denominated multicurrency revolving loan facility in an aggregate amount equal to the Total Revolving Facility A Commitments).

Revolving Facility A Commitment means (subject to the provisions of the Facility Agreement relating to Ancillary Facilities):

- (a) in relation to the Original Lender, £38,500,000 and the amount of any other Revolving Facility A Commitment transferred to it under the Facility Agreement; and
- (b) in relation to any other Lender, the amount in Sterling of any Revolving Facility A Commitment transferred to it under the Facility Agreement,

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

Revolving Facility C means a Sterling denominated revolving loan facility in an aggregate amount equal to the Total Revolving Facility C Commitments.

Revolving Facility C Borrower means AEA Technology Group plc, AEA Technology plc or an Additional Borrower unless it has ceased to be a Borrower in accordance with the terms of the Facility Agreement.

Revolving Facility C Commitment means:

- (a) in relation to the Original Lender, £5,000,000 and the amount of any other Revolving Facility C Commitment transferred to it under the Facility Agreement; and

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Particulars of a mortgage or charge



6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(b) in relation to any other Lender, the amount in Sterling of any Revolving Facility C Commitment transferred to it under the Facility Agreement,

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

Revolving Facility C Liabilities means, in relation to an Obligor, any liabilities owed to any Finance Party (whether actual or contingent and whether incurred solely or jointly) by that Obligor under or in connection with Revolving Facility C.

Secured Parties means each Finance Party from time to time party to the Facility Agreement and any Receiver or Delegate.

Security Assets means all the assets and undertaking of the Company from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) pursuant to the Security Agreement.

Security Interest means a mortgage, charge, pledge, lien, hypothecation, assignment by way of security, title retention arrangement or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

Specified Intellectual Property means, in relation to the Company, the Intellectual Property identified in respect of it in Part D of Schedule 1 (Security Assets) of this Form MG01 (Part D of Schedule 2 (Security Assets) of the Security Agreement) and any other Intellectual Property notified to the Security Agent pursuant to the terms of the Security Agreement and (in each case) all Related Rights.

Sterling or £ means the lawful currency for the time being of the United Kingdom.

Subsidiary means, in relation to a person, an entity of which that person owns directly or indirectly more than 50 per cent. of the share capital or whose management and policies that person directly or indirectly has the power to direct whether through the ownership of shares, contract or otherwise.

Total Revolving Facility A Commitments means the aggregate of the Revolving Facility A Commitments, being £38,500,000 at 6 August 2012.

Total Revolving Facility C Commitments means the aggregate of the Revolving Facility C Commitments, being £5,000,000 at 6 August 2012.

Transaction Security means the Security Interest created or expressed to be created in favour of the Security Agent pursuant to the Transaction Security Documents.

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Particulars of a mortgage or charge



6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Transaction Security Documents means each of the documents listed as being a Transaction Security Document in the Facility Agreement, including the Security Agreement, together with any other document entered into by any Obligor creating or expressed to create any Security Interest over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents.

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Particulars of a mortgage or charge



6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>SCHEDULE 1</p> <p>SECURITY ASSETS</p> <p>Part A Real Property</p> <p>(none as at the date of the Security Agreement)</p> <p>Part B Group Shares</p> <p>Chargor: AEA Technology Group plc Group Member: AEA Technology Intermediate (UK) Limited Number and class of shares: 72,428,864 ordinary £0.01 shares Details of nominees holding legal title: n/a</p> <p>Chargor: AEA Technology Group plc Group Member: AEA Technology Intermediate (UK) Limited Number and class of shares: 35,000,000 redeemable ordinary \$0.01 shares Details of nominees holding legal title: n/a</p> <p>Chargor: AEA Technology Intermediate (UK) Limited Group Member: AEA Technology plc Number and class of shares: 228,854,913 ordinary £0.122 shares Details of nominees holding legal title: n/a</p> <p>Chargor: AEA Technology Intermediate (UK) Limited Group Member: AEA Technology Intermediate (US) Inc. Number and class of shares: 100% of the issued share capital Details of nominees holding legal title: n/a</p> <p>Chargor: AEA Technology plc Group Member: AEAT Holdings Limited Number and class of shares: 513 ordinary £1 shares Details of nominees holding legal title: n/a</p> <p>Chargor: AEA Technology plc Group Member: AEAT Pension Trustees Limited Number and class of shares: 2 ordinary £1 shares Details of nominees holding legal title: n/a</p> <p>Chargor: AEA Technology plc Group Member: ERG Environmental Resource Group plc Number and class of shares: 4,628,002 ordinary £1 shares Details of nominees holding legal title: n/a</p> <p>Chargor: AEA Technology plc Group Member: ERG Environmental Resource Group plc Number and class of shares: 1 ordinary £1 shares Details of nominees holding legal title: AEAT Holdings Limited</p>

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Particulars of a mortgage or charge



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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Chargor: AEAT Holdings Limited
Group Member: AEA Technology North America, Inc.
Number and class of shares: 10,000 fully paid \$0.001 shares
Details of nominees holding legal title: n/a

Chargor: AEA Technology Acquisition Limited
Group Member: Eastern Research Group, Inc.
Number and class of shares: 100% of the issued share capital
Details of nominees holding legal title: n/a

Chargor: AEA Technology Intermediate (US) Inc.
Group Member: AEA Technology Acquisition Limited
Number and class of shares: 100% of the issued share capital
Details of nominees holding legal title: n/a

Part C

Holding Accounts

(none as at the date of the Security Agreement)

Part D

Specified Intellectual Property

(none as at the date of the Security Agreement)



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3095862
CHARGE NO. 8**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ENGLISH LAW GOVERNED
SECURITY AGREEMENT DATED 5 AUGUST 2012 AND CREATED
BY AEA TECHNOLOGY PLC FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM AN OBLIGOR TO ANY FINANCE
PARTY AND ALL MONIES NOT EXCEEDING £2,000,000 DUE OR
TO BECOME DUE FROM ORIGINAL BORROWERS TO THE
ANCILLARY LENDER 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 14 AUGUST 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 AUGUST 2012

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES