

MR01

Particulars of a charge



Companies House

227655/936

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form must be delivered to the Registrar for registration
21 days beginning with the day after the date of creation of the
charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form
scanned and placed on the public record. Do not send the original

THURSDAY



A07 14/08/2014 #57
COMPANIES HOUSE

1 Company details

Company number 00502370

Company name in full LIFE SCIENCES RESEARCH LIMITED

For official use

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

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 01/08/2014

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name WILMINGTON TRUST, NATIONAL ASSOCIATION

Name

Name



Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4	Brief description	
Brief description	Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument	Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, 'for more details please refer to the instrument' Please limit the description to the available space
	Various plots of registered land comprising 10 individual title numbers. For more details please refer to the instrument	
5	Other charge or fixed security	
	Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Floating charge	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to Section 7	
	Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes	
7	Negative Pledge	
	Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8	Trustee statement ¹	
	You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge <input type="checkbox"/>	¹ This statement may be filed after the registration of the charge (use form MR06)
9	Signature	
Signature	Please sign the form here Signature 	
	This form must be signed by a person with an interest in the charge	

MR01

Particulars of a 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. The contact information you give will be visible to searchers of the public record

Contact name

Company name

Address

Post town

County/Region

Postcode

Country

DX

Telephone



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



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 filed on paper

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 502370

Charge code: 0050 2370 0018

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th August 2014 and created by LIFE SCIENCES RESEARCH LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th August 2014.

Given at Companies House, Cardiff on 28th August 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED

12

AUGUST 2014

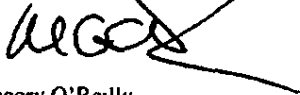
(1) THE COMPANIES IDENTIFIED IN SCHEDULE 1
(as Chargors)

AND

(2) WILMINGTON TRUST NATIONAL ASSOCIATION
(as Collateral Agent)

AMENDMENT DEED
IN RESPECT OF
A DEBENTURE BETWEEN THE CHARGORS AND THE
COLLATERAL AGENT DATED 29 APRIL 2014

I HEREBY CERTIFY THAT THIS IS A
TRUE COPY OF THE ORIGINAL SAVE
FOR PERMITTED REDACTIONS



Michael Gregory O'Reilly

Date

13/08/2014

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DATED 12 August

2014 (the "Amendment Deed")

PARTIES

- (1) **THE COMPANIES** details of which are set out in Schedule 1 (*Details of Chargors*) (the "Chargors"),
- (2) **WILMINGTON TRUST NATIONAL ASSOCIATION** as administrative agent and collateral agent for the Secured Parties on the terms and conditions set out in the Second Lien Liquidity Facility (the "Collateral Agent", which expression shall include any person for the time being appointed as collateral agent, successor collateral agent, administrative agent, successor administrative agent or as an additional agent for the purpose of, and in accordance with, the Second Lien Liquidity Facility)

BACKGROUND

- (A) The Chargors and the Collateral Agent are parties to a debenture dated 29 April (the "Debenture")
- (B) The Chargors and the Collateral Agent have agreed to make certain amendments to the Debenture to correct minor administrative errors in Schedule 2 of the Debenture (*Details of Real Property*) relating to the title numbers and legal holders of title to certain of the Real Property

IT IS AGREED as follows

1 DEFINITIONS AND INTERPRETATION

Unless otherwise defined in this Amendment Deed or the context requires otherwise, words and expressions used in this Amendment Deed have the meanings and constructions ascribed to them in the Debenture

2 EFFECTIVENESS

The Chargors and the Collateral Agent hereby agree that the amendments set out in this Amendment Deed shall take effect, and shall be deemed to be incorporated into the Debenture, from the date hereof

3 AMENDMENTS

3.1 Schedule 2 (Details of Real Property)

3.1.1 The Chargors and the Collateral Agent agree Schedule 2 (*Details of Real Property*) shall be deleted in its entirety and replaced with the schedule at Schedule 2 (*Details of Real Property*) to this Amendment Deed

3.2 Debenture and this Amendment Deed to be read as one

The Debenture and this Amendment Deed shall be read and construed as one document and, without prejudice to the generality of the foregoing, where the context

so allows, references in the Debenture, howsoever expressed, shall be read and construed as references to the Debenture as amended by this Amendment Deed

4 REPRESENTATIONS AND WARRANTIES

The Chargors each represent and warrant on the date of this Amendment Deed as follows

- (i) it is duly incorporated under the laws of its jurisdiction of incorporation,
- (ii) its memorandum and articles or other constitutional documents give it power and all necessary corporate or other authorities have been obtained and all necessary action taken, for it to enter into this Amendment Deed and the transactions and amendments contemplated hereby and this Amendment Deed and the Relevant Transaction Documents as amended hereby constitute its valid, legal and binding obligations, and
- (iii) neither the signing and the delivery of this Amendment Deed nor the performance of any of the transactions or amendments contemplated hereby does or will contravene or constitute a default under or cause to be exceeded any limitation in its powers or any law or regulation by which it or any of its assets is bound or affected or its constitutional documents or any agreement to which it is a party or by which any of its assets are bound

5 CONTINUITY AND FURTHER ASSURANCE

5.1 Continuing obligations

The provisions of the Debenture shall, save as amended in this Amendment Deed, continue in full force and effect

5.2 Further assurance

Each of the parties hereto undertake to do all such acts and things and execute any further documents (including, without limitation, the giving of notices, the termination of any filings and/or registrations, and the making of any further filings and/or registrations consequent upon this Amendment Deed) that may be required by law or that the other parties hereto may reasonably consider necessary to give effect to the amendments effected or to be effected pursuant to this Amendment Deed

6 MISCELLANEOUS

6.1 Partial Invalidity

If, at any time, any provision of the Debenture is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired

6.2 Remedies and Waivers

No failure to exercise, or any delay in exercising any right or remedy under the Transaction Documents shall operate as a waiver nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Amendment Deed are cumulative and not exclusive of any rights or remedies provided by law.

6.3 Counterparts

This Amendment Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Amendment Deed.

6.4 Governing Law

This Amendment Deed and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, English law.

6.5 Enforcement

The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Amendment Deed (including a dispute regarding the existence, validity or termination of this Amendment Deed) (a "**Dispute**").

The parties agree that the courts of England are the most appropriate and convenient courts to settle a Dispute and accordingly no Party shall argue to the contrary.

6.6 Third Party Rights

A person who is not a Party to this Amendment Deed has no right under the Contracts (Rights of Third Parties) Act 1999 (the "**Act**") to enforce any terms of this Amendment Deed but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

EXECUTION

The parties have executed this Amendment Deed as a deed and intend to deliver, and do deliver, this Amendment Deed on the date stated at the beginning of this Amendment Deed.

THIS DEED has been entered into on the date stated at the beginning of this Deed.

SCHEDULE 1

DETAILS OF CHARGORS

Name	Registered number	Registered address
CentraLabs Clinical Research Limited	01601181	Huntingdon Research Centre, Woolley Road Alconbury, Huntingdon, Cambridgeshire, PE28 4HS
CoSolutions (UK) Limited	05304938	Unit A, 97 Huntingdon Street, St Neots, Cambridgeshire, PE19 1DU
Huntingdon Life Sciences Limited	01815730	Woolley Road Alconbury, Huntingdon, Cambridgeshire, PE28 4HS
Life Sciences Research Limited	00502370	Woolley Road Alconbury, Huntingdon, Cambridgeshire, PE28 4HS
LSR (UK) Limited	04442666	Woolley Road, Alconbury, Huntingdon, Cambridge, PE28 4HS
NDA Analytics Ltd	02801202	Huntingdon Research Centre, Woolley Road, Alconbury, Huntingdon, Cambridgeshire, PE28 4HS
Paragon Global Services (LSR) Limited	04442665	Woolley Road, Alconbury, Huntingdon, Cambridgeshire, PE28 4HS
Pathfinder Clinical Development Limited	01058023	Huntingdon Research Centre, Woolley Road Alconbury, Huntingdon, Cambridgeshire, PE28 4HS
ProSolutions (UK) Limited	05000098	Unit A, 97 Huntingdon Street, St Neots, Cambridgeshire, PE19 1DU
ServicePharm Limited	05393793	Hollows Farm, Woolley Road Alconbury, Huntingdon, Cambridgeshire, PE28 4HS
HIH Limited	01885666	Huntingdon Life Sciences Ltd, Woolley Road Alconbury, Huntingdon, Cambridgeshire, PE28 4HS
Huntingdon Consulting Engineers Limited	02796837	Huntingdon Research Centre, Woolley Road Alconbury, Huntingdon, Cambridgeshire, PE28 4HS

Huntingdon Research Centre Limited	03126711	Woolley Road Alconbury, Huntingdon, Cambridgeshire, PE28 4HS
LSR Associates Limited	01910866	Huntingdon Life Sciences Ltd, Woolley Road Alconbury, Huntingdon, Cambridgeshire, PE28 4HS
Paragon Global Services Ltd	02947527	Huntingdon Research Centre, Woolley Road Alconbury, Huntingdon, Cambridgeshire, PE28 4HS
Pathfinder Nominees Limited	02363256	Huntingdon Research Centre, Woolley Road Alconbury, Huntingdon, Cambridgeshire, PE28 4HS
Gregory Fryer Associates Limited	04494415	c/o Director of Legal Services, 30 St Thomas Place, Cambridgeshire Business Park Ely, Cambridgeshire, United Kingdom, CB7 4EX
Harlan International Limited	03006752	Shaw's Farm, Station Road, Blackthorn, Bicester, Oxfordshire, OX25 1TP
Harlan Laboratories U K Ltd	01279542	Shaw's Farm, Station Road, Blackthorn, Bicester, Oxfordshire, OX25 1TP
E M Developments Limited	01123855	Shardlow Business Park, London Road, Shardlow, Derby, Derbyshire, DE72 2GD
Harlan Laboratories Ltd	03009027	Shardlow Business Park, London Road, Shardlow, Derby, Derbyshire, DE72 2GD
ILS Limited	03009343	Shardlow Business Park, London Road, Shardlow, Derby, Derbyshire, DE72 2GD
Harlan Europe Holdings Limited	8502641	Shardlow Business Park, London Road, Shardlow, Derby, Derbyshire, DE72 2GD
Harlan Eurasia Holdings Limited	8502653	Shardlow Business Park, London Road, Shardlow, Derby, Derbyshire, DE72 2GD

SCHEDULE 2**DETAILS OF REAL PROPERTY****Part I****Registered Land**

(Freehold and/or leasehold property (if any) in England and Wales of which the relevant Chargor is registered as the proprietor at H M Land Registry)

Chargor	County and district/ London borough	Description of Property	Title Number
Huntingdon Life Sciences Limited	Cambridgeshire	Research Centre, Great North Road, Alconbury	CB294635
Huntingdon Life Sciences Limited	Cambridgeshire	Land and buildings lying to the east of Castle Hill, Occold	SK156408
Harlan Laboratories UK Ltd	Oxfordshire Cherwell	Shaw's Farm, Blackthorn, Bicester, Oxon OX25 1TP, UK	ON203317
Harlan Laboratories UK Ltd	Leicestershire North West Leicestershire	Dodgeford Lane, Belton, Loughborough, Leicester, LE12 9TE	LT419034
Harlan Laboratories UK Ltd	Cambridgeshire Huntingdonshire	Sawtry Way, Wyton, Huntingdon Combs PE28 2DX, UK	CB240307
E M Developments Limited	South Derbyshire	Shardlow Business Park, London Road, Shardlow DE72 2GD, Derbyshire, UK	DY83610 DY83612 DY76729 DY68885
Harlan Laboratories UK Ltd	Oxfordshire	Security Building, Shaw's Farm, Blackthorn, Bicester, Oxon, OX25 1TP, UK	ON293798

Part II

Unregistered Land

(Freehold and/or leasehold property (if any) in England and Wales
title to which is not registered at H M Land Registry
of which the relevant Chargor is the owner)

None

EXECUTION

The Chargors

EXECUTED as a DEED)

acting by _____)

C.D. Brown Director
Print name

PARAGON GLOBAL SERVICES (LSR) LIMITED)

in the pre

Print name M. GORELL Witness

Address Woolley Road, Alconbury
Cambridgeshire PE28 4HS
Occupation Co. Secretary England

EXECUTED as a DEED)

acting by _____)

C.D. Brown Director
Print name

LIFE SCIENCES RESEARCH LIMITED)

in the presence of

Print name H. G. O'Brien Witness

Address Woolley Road, Alconbury
Occupation Co. Secretary Cambridgeshire PE28 4H
England

EXECUTED as a DEED

)

acting by

)

(

Director

Print name Mark Bibi

SERVICEPHARM LIMITED

)

in the presence of *A.*

Witness

/Print name Sandra Oliszewicz

Address 8520 Allison Pointe Boulevard, Indianapolis, IN

Occupation Attorney

EXECUTED as a DEED

)

acti

)

Print name *B. J. Cross*

Director

LSR (UK) LIMITED

)

in the presence of

Witness

Print name *M. G. O'Reilly*

Address

Occupation

Co. Secretary

**Woolley Road, Alconbury
Cambridgeshire PE28 4HE
England**

EXECUTED as a DEED ,)

acting by)

Print name J ROBERTS Director

PROSOLUTIONS (UK) LIMITED)

in the presc

Print name H.G. O'Reilly Witness

Address Woolley Road, Alconbury
Cambridgeshire PE28 4P
Occupation Co. Secretary England

EXECUTED as a DEED /)

acting by)

Print name J ROBERTS Director

COSOLUTIONS (UK) LIMITED)

in the presenc

Print name H.G. O'Reilly Witness
Address Woolley Road, Alconbury
Cambridgeshire PE28 4HS
England

Occupation Co. Secretary

EXECUTED as a DEED)

acting by)

Print name P. C. Bloomer Director

GREGORY FRYER ASSOCIATES LIMITED)

in the presence of

Print name M. G. O'Reilly Witness

Address

Occupation Co. Secretary Woolley Road, Alconbury
Cambridgeshire PE28 4H
England

EXECUTED as a DEED)

acting by)

C. D. Brown
Print name Director

HHH LIMITED)

in the presence of

Print name M. G. O'Reilly Witness

Address

Occupation Co. Secretary Woolley Road, Alconbury
Cambridgeshire PE28 4H
England

EXECUTED as a DEED)

acting by)

C.D. Brown Director
Print name

LSR ASSOCIATES LIMITED)

in the presence of

Print name M.G. O'Reilly Witness

Address

Occupation Co. Secretary **Woolley Road, Alconbury
Cambridgeshire PE28 4HS
England**

EXECUTED as a DEED)

acting by)

C.D. Brown Director
Print name

HUNTINGDON RESEARCH CENTRE LIMITED)

in the presence of

Print name M.G. O'Reilly Witness

Address

Occupation Co. Secretary **Woolley Road, Alconbury
Cambridgeshire PE28 4HS
England**

EXECUTED as a DEED)

acting by)

C.D. Brown Director
Print name

HUNTINGDON CONSULTING ENGINEERS)

LIMITED

in the presence of

Print name H. G. G. Ratty Witness
Address Woolley Road, Alconbury
Occupation Co. Secretary Cambridgeshire PE28 4HS
England

EXECUTED as a DEED)

acting by)

C.D. Brown Director
Print name

HUNTINGDON LIFE SCIENCES LIMITED)

in the presence of

Print name H. G. G. Ratty Witness
Address Woolley Road, Alconbury
Occupation Co. Secretary Cambridgeshire PE28 4HS
England

EXECUTED as a DEED)

acting by)

C.D. Brown Director
Print name

PATHFINDER CLINICAL DEVELOPMENT)

LIMITED

in the presence of

Print name H.G. O'Reilly Witness

Address **Woolley Road, Alconbury**
Occupation Co. Secretary **Cambridgeshire PE28 4HS**
England

EXECUTED as a DEED)

acting by)

C.D. Brown Director
Print name

PARAGON GLOBAL SERVICES LTD)

in the presence of

Print name H.G. O'Reilly Witness

Address **Woolley Road, Alconbury**
Occupation Co. Secretary **Cambridgeshire PE28 4HS**
England

EXECUTED as a DEED)

acting by)

C.D. Brown Director
Print name

PATHFINDER NOMINEES LIMITED)

in the presence of ()

Witness
Print name H. G. O'Reilly
Address **Woolley Road, Alconbury**
Occupation Co. Secretary **Cambridgeshire PE28 4HS**
England

EXECUTED as a DEED)

acting by)

C.D. Brown Director
Print name

NDA ANALYTICS LTD)

in the presence of ()

Witness
Print name H. G. O'Reilly
Address **Woolley Road, Alconbury**
Occupation Co. Secretary **Cambridgeshire PE28 4HS**
England

PAGE 16

Amendment Deed - Debenture - Second Lien Liquidity Facility

EXECUTED as a DEED)

acting by -)

C.D. Brown Director
Print name

CENTRALABS CLINICAL RESEARCH LIMITED)

in the presence of

Print name H.G. O'Reilly Witness

Address

Occupation

Woolley Road, Alconbury
Cambridgeshire PE28 4HS
England

EXECUTED as a DEED)

by HARLAN INTERNATIONAL LIMITED)

acting by)

STUART JOHN KEITH Director
Print name

in the presence of

Print name H.G. O'Reilly Witness

Address

Occupation

Woolley Road, Alconbury
Cambridgeshire PE28 4HS
England

EXECUTED as a DEED)
by HARLAN LABORATORIES U.K. LTD.)
acting by)

Print name Sandra Olaszewicz Director

in the presence of

Print name Marna Thompson Witness

Address 8520 Allison Pointe Boulevard, Indianapolis, IN

Occupation Executive Assistant

EXECUTED as a DEED)
by E.M. DEVELOPMENTS LIMITED)
acting by)

Print name Sandra Olaszewicz Director

in the presence of

✓ _____
Print name Marna Thompson Witness

Address 8520 Allison Pointe Boulevard, Indianapolis, IN

Occupation Executive Assistant

EXECUTED as a DEED)
by HARLAN LABORATORIES LTD.)
)

Print name Sandra Olszewicz Director
in the presence of

Print name Marna Thompson Witness

Address 8520 Allison Pointe Boulevard, Indianapolis, IN

Occupation Executive Assistant

EXECUTED as a DEED)
by ILS LIMITED)
acting by A.)

Print name Sandra Olszewicz Director
in the presence of

Print name Marna Thompson Witness

Address 8520 Allison Pointe Boulevard, Indianapolis, IN

Occupation Executive Assistant

EXECUTED as a DEED)
by HARLAN EUROPE HOLDINGS LIMITED)
)

 Director
/ Print name Sandra Olaszewicz

in the presence of

 Witness
Marna Thompson

Address 8520 Allison Pointe Boulevard, Indianapolis, IN

Occupation Executive Assistant

EXECUTED as a DEED)
by HARLAN EURASIA HOLDINGS LIMITED)
acting by)

 Director
/ Print name Sandra Olaszewicz



in the presence of


 Witness
Print name Marna Thompson

Address 8520 Allison Pointe Boulevard, Indianapolis, IN

Occupation Executive Assistant

The Collateral Agent
EXECUTED as a DEED by
WILMINGTON TRUST, NATIONAL ASSOCIATION
acting by

By: 
Meghan H. McCauley
Authorised Signatory
in the presence of 

Signature of Witness 
Name Zachary Peterson
Address 50 South Sixth Street, Suite 1290, Minneapolis, MN 55402
Occupation Client Associate, Wilmington Trust, N A
Occupation of witness