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in black type, or
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*insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number



02792457

Name of company

* ANAGEN PLC whose registered office is at 15 Appold Street London EC2A 2HB (the "Company")

Date of creation of the charge

14 March 1997

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

Shares Mortgage (the "Shares Mortgage")

Amount secured by the mortgage or charge

The Secured Liabilities being all liabilities of the Company under or in respect of the Agreement (as defined below) or the Shares Mortgage (as defined below) (whether in respect of principal, interest, fees, taxes, costs, expenses or indemnities and whether present or future or actual or contingent).

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

William Cairns c/o Corporate Synergy plc PO Box 5569 Newbury Berkshire RG20 8YY (the "Lender")

Presentor's name address and
reference (if any):

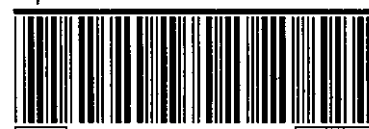
Watson, Farley & Williams
15 Appold Street
London

JL/SXK/8901.15000

Time critical reference

For official use
Mortgage Section

Post room



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COMPANIES HOUSE 18/03/97

The Company as beneficial owner:-

(a) mortgages, pledges and charges and agrees to mortgage, pledge and charge to the Lender the Mortgaged Shares (as defined below) (and the proceeds of sale thereof), and

(b) mortgages, pledges, charges and assigns and agrees to mortgage, pledge, charge and assign to the Lender all dividends, interest and other moneys paid or payable after the date hereof on all or any of the Mortgaged Shares and all rights accruing at any time to or in respect of all or any of the Mortgaged Shares.

Pursuant to Clause 2.4 of the Shares Mortgage, the Company represents and warrants to the Lender that it is, and during the Security Period it will remain the beneficial owner of the Security Assets subject only to the security interests created by the Shares Mortgage and that (subject as aforesaid) it will not:

(a) create, incur or permit to subsist any other security interest over the whole or any part of the Security Assets; or

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Particulars as to commission allowance or discount (note 3)

NONE

Signed

L. J. J. Farley & Williams

Date 17 March 1997

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

[†] delete as appropriate

NOTES

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 1
to Form No 395 and 410 (Scot)

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Company Number

02792457

Name of Company

ANAGEN PLC whose registered office is at 15 Appold Street London EC2A
2HB (the "Company")

~~XXXXXX~~

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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(b) sell, assign, transfer or otherwise dispose of, the whole or any part of, the Security Assets,

in any such case, without the prior written consent of the Lender.

DEFINITIONS

"Agreement" means a loan agreement dated 14 March 1997 (as such loan agreement may be amended or supplemented from time to time) and made between the Lender and the Company whereby the Lender has agreed to make available to the Company a loan facility of up to £7,500 upon the terms and conditions contained therein.

"Mortgaged Shares" means (a) the 100 ordinary shares of £1 (one pound) each in the issued share capital of Promed Diagnostcs Limited ("Promed"), which, at the date of the Shares Mortgage, the Company is the beneficial owner and (b) all other shares in Promed from time to time owned by the Company during the period that any Secured Liabilities are outstanding (and includes all stocks, shares and other securities offered or accruing at any time by way of redemption, bonus, rights, preference or otherwise to the Company in respect of all or any of the Mortgaged Shares or offered in substitution or exchange for all or any of the Mortgaged Shares).

"Security Assets" means all property and assets which are the subject of the Shares Mortgage.

"Security Period" means the period commencing on the date of the Shares Mortgage and ending on the date upon which the Lender certifies in writing to the Company that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02792457

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SHARES MORTGAGE DATED THE 14th MARCH 1997 AND CREATED BY ANAGEN PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO WILLIAM CAIRNS ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 18th MARCH 1997.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20th MARCH 1997.

A handwritten signature in dark ink, appearing to read 'D. Jenkins'.

D. JENKINS

for the Registrar of Companies



C O M P A N I E S H O U S E

PSN
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