

MG01

Particulars of a mortgage or charge

304286 / 65 .

A fee is payable with this form

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page

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

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

THURSDAY



A04 *A1C08MYR* 28/06/2012 #33

COMPANIES HOUSE

1 Company details

Company number 0 2 8 3 2 0 2 0

Company name in full Microgen Bioproducts Limited (the "Mortgagor")

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 d 2 2 m 0 6 y 2 0 y 1 2

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 Debenture

4 Amount secured

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

Amount secured See 1 in Addendum

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

MG01

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 Clydesdale Bank PLC (trading as both Clydesdale Bank and Yorkshire Bank)(the "Bank")

Address 30 St Vincent Place, Glasgow

Postcode G 1 2 H L

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 2 in Addendum

MG01

Particulars of a mortgage or charge

7 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

N/A

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)

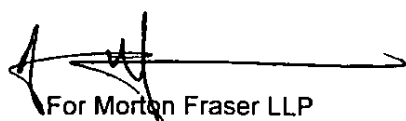
9 Signature

Please sign the form here

Signature

Signature

X


For Morton Fraser LLP

X

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

MG01

Particulars of a mortgage or charge



Presenter information

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

Contact name

EA/LEG/RBW/1C LAB001

Company name

Morton Fraser LLP

Address

Quartermile Two

2 Lister Square

Post town

Edinburgh

County/Region

Midlothian

Postcode

E

H

3

9

G

L

Country

UK

DX

DX ED 119

Telephone

0131 247 1000



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following.

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



Important information

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



How to pay

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

Make cheques or postal orders payable to 'Companies House'.



Where to send

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

For companies registered in England and Wales

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

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

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

Addendum 1/2

- 1 (1) All monies and liabilities which now are or shall at any time after the date of the Debenture be due and payable to the Bank by the Mortgagor under the Finance Documents, whether actually or contingently and whether presently or in the future and whether solely or jointly with any other person and whether as principal or surety or in any way whatsoever provided that the monies and liabilities which the Mortgagor by way of the Debenture covenants to pay and discharge shall not include any monies and liabilities arising under a regulated consumer credit agreement falling with Part V of the Consumer Credit Act 1974, unless specifically agreed in writing between the Mortgagor and the Bank,
(2) on a full and unlimited indemnity basis all costs charges losses expenses and other sums mentioned in clause 17 of the Debenture,
(3) interest to the date of discharge on all sums payable and liabilities to be discharged under any of the provisions of the Debenture (together the "Secured Amounts")

"Finance Documents" has the meaning given to that term in the Facility Agreement

"Facility Agreement" means the term loan facility agreement dated on or around the date of the Debenture between the Mortgagor as borrower and the Bank as lender

- 2 The Mortgagor with full title guarantee by way of the Debenture charges in favour of the Bank as a continuing security for the Secured Amounts -

1) by way of legal mortgage -

1 1 all the freehold and leasehold property specified in Schedule 1 to the Debenture (Property),

1 2 all other freehold and leasehold property now vested in the Mortgagor

2) by way of first fixed charge -

2 1 all freehold and leasehold property hereafter acquired by the Mortgagor,

2 2 all freehold and leasehold property now or in the future beneficially owned by but not vested in the Mortgagor,

2.3 all the plant machinery and fixtures and fittings furniture equipment implements and utensils now and in the future belonging to the Mortgagor,

2 4 all shares stocks and other securities held by the Mortgagor from time to time and any rights to the acquisition of any such shares stocks or securities,

2 5 all rights and interest of the Mortgagor in and claims under all policies of insurance and assurance now or hereafter held by or insuring to the benefit of the Mortgagor,

2 6 all uncalled capital and goodwill for the time being of the Mortgagor,

2 7 all its right, title and interest in the Specified IPRs,

2 8 all its right, title and interest in any IPRs (other than the Specified IPRs) belonging to it or (to the extent of its interest) in which it has an interest,

2 9 the Charged Debts, and

2 10 the benefit of all licences, consents and authorisations (statutory or otherwise) held by it in connection with its business or the use of any Charged Asset specified in any other sub-paragraph in this clause and the right to recover and receive all compensation which may be payable to it in respect of them

3) by way of floating charge all the property assets and undertaking of the Mortgagor

Addendum 2/2

both present and future wherever situated and whether or not subject to a fixed charge under the Debenture

4) The Mortgagor and the Bank agree by their execution of the Debenture that the Specified IPRs have been created and are governed exclusively by the laws of England and Wales and the Mortgagor shall at all times treat the Specified IPRs as being so governed

5) Subject to the terms of the Facility Agreement, the Mortgagor by way of the Debenture covenants with the Bank that the Mortgagor will not without the prior written consent of the Bank

(a) create or attempt to create or permit to subsist any mortgage or charge upon or permit any lien or other encumbrance to arise on or affect all or any of the Charged Debts, or

(b) create or attempt to create or permit to subsist any mortgage or charge upon or permit any lien or other encumbrance to arise on or affect all or any part of the Charged Assets, or

(c) (save for in the ordinary course of the Mortgagor's business and for the purpose of carrying on the same) part with, sell, transfer, assign, dispose of or grant a licence in respect of or otherwise howsoever part with possession or control of (or, in each case, attempt to do the same) any of the Charged Assets or any part of them or any interest in them, or

(d) make any modification or permit there to be made any modification to the Charged Assets, if such modification may have an adverse effect on the security of the Bank whether created under the Debenture or otherwise

In the interpretation of the foregoing -

"Charged Assets" means the property assets and undertaking for the time being of the Mortgagor which are subject to the charges contained in the Debenture other than the Charged Debts and references to the Charged Assets shall include reference to all or any of them

"Charged Debts" means all book debts and other debts now and from time to time after 22 June 2012 due owing or incurred to the Mortgagor other than such of the said debts as the Bank may have specifically agreed in writing to exclude from the first fixed charge contained in clause 3.2.9 of the Debenture

"Specified IPRs" means the intellectual property rights listed in Schedule 2 to the Debenture (Specified IPRs)



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2832020
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 22 JUNE 2012
AND CREATED BY MICROGEN BIOPRODUCTS LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO CLYDESDALE BANK PLC (TRADING AS BOTH
CLYDESDALE BANK AND YORKSHIRE BANK) 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 28 JUNE 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 JULY 2012

