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legibly, preferably
in black type, or
bold block lettering

* insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge

Pursuant to section 395 of the Companies Act 1985



145388/65
395

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

5

3141667

Name of company

* LGC (HOLDINGS) LIMITED (the "Company")

Date of creation of the charge

10 August 2005

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

FAL SUBORDINATION DEED dated 10 August 2005 between among others, the Company and the Security Agent (the "Subordination Deed")

Amount secured by the mortgage or charge

All money or liabilities due, owing or incurred to any Secured Party by any Charging Company or any other Obligor under any Finance Document at present or in the future, in any manner whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon except for any money or liability which, if it were so included, would cause the infringements of section 151 to 158 of the Companies Act 1985 (the "Indebtedness").

Continued on Addendum 2/4

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

HSBC BANK PLC, Level 24, 8 Canada Square, London, as security agent for itself and the Lenders in its capacity as Security Agent (the "Security Agent").

Postcode E14 5HQ

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

Ashurst
Broadwalk House
5 Appold Street
London EC2A 2HA

AMD/MRR/HSB03.00027/3785805

Time critical reference

For official Use (02/00)

Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

1. CHARGING CLAUSE

(a) Each Obligor has agreed that the words "and the FAL Acquisition Documents and any other documents designated as Assigned Agreements by the relevant Charging Company and the Security Agent" shall be inserted at the end of the definition of "Assigned Agreements" in the Debenture;

(b) The Debenture will remain in full force and effect as supplemented by the Subordination Deed. From 10 August 2005, the Debenture and the Subordination Deed shall be read and construed together;

(c) The security created under clause 18.8 of the Subordination Deed, as set out in clause 1(a) above is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other security or right which the Security Agent and/or any other Finance Party may hold as at 10 August 2005 or thereafter for any of the Indebtedness and the security created under clause 18.8 of the Subordination Deed may be enforced against each Charging Company without first having recourse to any other rights of the Security Agent or any other Finance Party;

(d) References in the Debenture to "this deed", "hereof", "hereunder" and expressions of similar import shall be deemed to be references to the Debenture as amended by the Subordination Deed.

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lettering*

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Attest

Date

19/8/05

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

*A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge.
(See Note 5)*

Notes

† delete as
appropriate

- 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.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Company number

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Name of company

* insert full name
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* LGC (HOLDINGS) LIMITED (the "Company")

Addendum 1/4

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

Name of company

* insert full name
of company

* LGC (HOLDINGS) LIMITED (the "Company")

Addendum 2/4

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

NOTE.

In this form:

"Assigned Agreements" means the Warranty Deed, the Hedging Agreements and the Key Person Policies (as such terms are defined in the Third Amended and Restated Credit Agreement), the Insurances (as such term is defined in the Debenture) and the FAL Acquisition Documents;

"Borrowers" means the Principal Borrower and each other Group Company which becomes a borrower under any Finance Document;

"Charging Companies" means the Parent, each of the companies listed in schedule 1 to the Debenture, as set out the schedule hereto, and each company (of which LGC Science is one) which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed;

"Debenture" means the debenture dated 12 May 2004 between the Charging Companies and the Security Agent;

"FAL Acquisition Agreement" means the acquisition agreement dated on or about the Third Restatement Date and made between the FAL Vendor as Sellers (as both such terms are defined therein), the Parent and the Principal Borrowers in respect of the acquisition of the entire issued share capital of the FAL Target;

"FAL Acquisition Documents" means the FAL Acquisition Agreement, the FAL Disclosure Letter, the FAL Tax Deed, the FAL Earn-Out Loan Notes, the FAL Earn-Out Loan Note Instrument, the FAL LT Loan Note Instrument, the FAL LT Loan Notes, the FAL Guaranteed Loan Note Instrument and the FAL Guaranteed Loan Notes;

"FAL Disclosure Letter" means the disclosure letter in the agreed form dated on or about the Third Restatement Date from the FAL Key Person (as such term is defined therein) under the FAL Acquisition Agreement addressed to the Principal Borrower which is described on its face as the disclosure letter to the FAL Acquisition Agreement;

"FAL Earn-Out Loan Note Instruments" means the loan note instrument in the agreed form constituting FAL Earn-Out Loan Notes to be entered into by the Principal Borrower in accordance with clause 3.4.3 (Payment of Second Consideration Instalments) of the FAL Acquisition Agreement;

"FAL Earn-Out Loan Notes" means the 60,178 8% subordinated unsecured loan notes in the agreed form to be issued by the Principal Borrower in accordance with the FAL Acquisition Agreement;

"FAL Guaranteed Loan Note Instrument" means the loan note instrument in the agreed form dated on or around the Third Restatement Date constituting the FAL Guaranteed Loan Notes in an aggregate principal nominal amount not exceeding £3,138,331;

"FAL Guaranteed Loan Notes" means the variable rate guaranteed unsecured loan notes 2008 in the agreed form to be issued by the Principal Borrower pursuant to the FAL Acquisition Documents;

"FAL LT Loan Note Instrument" means the loan note instrument in the agreed form dated on or around the Third Restatement Date constituting FAL LT Loan Notes in an aggregate nominal amount not less than £2,266,418;

"FAL LT Loan Notes" means the fixed rate unsecured subordinated loan notes 2013 in the agreed form to be issued by the Principal Borrower in accordance with the FAL Acquisition Agreement;

"FAL Target" means Mountboost Limited (CRN: 04536718);

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3141667

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"FAL Tax Deed" means the tax deed in the approved form dated on or about the Third Restatement Date and made between the persons listed in schedule 1 thereto as Covenantors (as defined therein) and the Principal Borrower as Purchaser (as defined therein);

"Finance Documents" has the meaning given to such term in the Third Amended and Restated Credit Agreement;

"Finance Parties" means each Arranger, each Agent, each Lender, each Ancillary Lender, each Issuing Lender and each Hedging Lender (as all such terms are defined in the Third Amended and Restated Credit Agreement);

"Group" means the parent and its subsidiaries from time to time (but excluding dormant companies and LGC Promochem India Private Limited);

"Group Company" means a member of the Group;

"Guarantors" means the Parent, the Principal Borrower, the LGC Guarantors and each other Group Company which becomes a guarantor under any Finance Document;

"Lenders" means HSBC Bank PLC, The Governor and Company of the Bank of Ireland and Societe Generale;

"LGC Guarantors" means the companies listed in part 1 of schedule 1 to the Subordination Deed;

"Obligor" means the Parent, each Borrower and each Guarantor;

"Parent" means LGC Group Holdings Plc (CRN: 4812200);

"Principal Borrower" means LGC Investments Limited (CRN: 4841827);

"Secured Party" means the Finance Parties;

"Security Accession Deed" means a deed executed by a Group Company substantially in the form set out in schedule 8 to the Debenture, with those amendments which the Security Agent may approve or reasonably require;

"Third Amended and Restated Credit Agreement" means the credit agreement dated 16 April 2004 and made between, amongst others, (1) the Parent (2) the Principal Borrower (3) the Lenders (4) the Facility Agent and (5) the Security Agent under which the Lenders agreed to make available certain credit facilities to the Borrowers, as amended pursuant to amendment and restatement agreements dated 14 July 2004, 1 April 2005 and 10 August 2005; and

"Third Restatement Date" means the date of the Third Amendment and Restatement Agreement.

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Addendum 3/4

3. Names, addresses and description of the mortgagees or persons entitled to the charge (continued)

Company number

3141667

Name of company

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Addendum 4/4

4. Short particulars of all the property mortgaged or charged (continued)

SCHEDULE

Charging Companies

Name	Registered Number
LGC Group Holdings Plc	4841827
LGC Investments Limited	4841827
LGC (Holdings) Limited	3141667
LGC Limited	2991879
LGC Science Limited	4491723

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03141667

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FAL SUBORDINATION DEED DATED THE 10th AUGUST 2005 AND CREATED BY LGC (HOLDINGS) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY CHARGING COMPANY OR ANY OTHER OBLIGOR TO ANY SECURED PARTY ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 20th AUGUST 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26th AUGUST 2005.

Pmm



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES