

MG01

193275/13

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

WEDNESDAY



A02 \*A18XMQFU\* 27/06/2012 #364  
COMPANIES HOUSE

<b>1 Company details</b>		For official use
Company number	0 3 1 4 1 6 6 7	→ <b>Filling in this form</b> Please complete in typescript or in bold black capitals  All fields are mandatory unless specified or indicated by *
Company name in full	LGC (HOLDINGS) LIMITED (the "Pledgor")	
<b>2 Date of creation of charge</b>		
Date of creation	d1 d4 m0 m6 y2 y0 y1 y2	
<b>3 Description</b>		
Description	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'	
	PLEDGE AGREEMENT dated 14 June 2012 between the Pledgor and the Security Agent (the "Pledge Agreement")	
<b>4 Amount secured</b>		
Amount secured	Please give us details of the amount secured by the mortgage or charge	
	All money or liabilities and all other obligations as at 14 June 2012 and in the future at any time due, owing or incurred by <u>any Group Company</u> and by each Debtor to any Secured Party under any Senior Finance Document, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity, together with all interest thereon (the "Secured Obligations")	
	Continued on continuation page	
	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		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED	
Address	8 Canada Square, London as security agent for the benefit of the	
	Secured Parties (the "Security Agent")	
Postcode	E 1 4 5 H Q	
Name		
Address		
Postcode		

**6****Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	<p><b>1 GRANT OF SECURITY</b></p> <p>The Pledgor has granted to the Security Agent, for the ratable benefit of the Secured Parties, a security interest in the Pledgor's right, title and interest in and to the following, in each case, as to each type of property described below, whether owned on 14 June 2012 or thereafter acquired by the Pledgor, wherever located, and whether existing or arising on 14 June 2012 or thereafter (collectively, the "Collateral"):</p> <p>(a) the following (the "Security Collateral")</p> <p>(i) the Initial Pledged Equity and the certificates representing the Initial Pledged Equity, and all dividends, distributions, return of capital, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Initial Pledged Equity and all subscription warrants, rights or options issued thereon or with respect thereto, and</p> <p>(ii) all additional shares of capital stock of (or other ownership or profit interests in) any person, all of the warrants, options or other rights for the purchase or acquisition from such person of shares of capital stock of (or other ownership or profit interests in) such person, all of the securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such person or warrants, rights or options for the purchase or acquisition from such person of such shares (or such other interests), and all of the other ownership or profit interests in such person (including, without limitation, partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination (the "Equity Interests") in any issuer of the Initial Pledged Equity from time to time acquired by the Pledgor in any manner (such shares and other Equity Interests, together with the Initial Pledged Equity, being the "Pledged Equity"), and the certificates, if any, representing such shares or other Equity Interests, and all dividends, distributions, return of capital, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such shares or other Equity Interests and all warrants, rights or options issued thereon or with respect thereto, and</p> <p>Continued on continuation page</p>	

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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

N/A

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### 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).

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### Signature

Please sign the form here

Signature

Signature

X Ashurst LLP

X

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

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### 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 ESANDA/KVASS/HSB03 00081/24934683

Company name

Ashurst LLP

Address Broadwalk House

5 Appold Street

Post town London

County/Region

Postcode

E C 2 A 2 H A

Country England

DX 639 London City

Telephone +44 (0)20 7638 1111



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

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## Particulars of a mortgage or charge

4	<b>Amount secured</b>
	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p><b>NOTE</b></p> <p>In this Form MG01</p> <p>"Agreed Security Principles" means the principles set out in schedule 10 (Agreed Security Principles) to the Senior Facilities Agreement,</p> <p>"Debtor" means Debtor as such term is defined in the Intercreditor Agreement,</p> <p>"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent,</p> <p>"Facilities Agreement" means the Senior Facilities Agreement,</p> <p>"Group" means the Parent and each of its Subsidiaries for the time being (excluding LGC India),</p> <p>"Group Company" means a member of the Group,</p> <p>"Initial Pledged Equity" means all of the issued and outstanding stock of the Issuer owned by the Pledgor which is more fully described in schedule II to the Pledge Agreement, as set out in the schedule hereto,</p> <p>"Issuer" means LGC North America Inc , a Delaware corporation,</p> <p>"Intercreditor Agreement" means the intercreditor agreement dated 4 February 2010 and made between the Parent, the other Obligors, the Security Agent, the Facility Agent, the Mandated Lead Arrangers, the Lenders, the Ancillary Lenders, the Hedge Counterparties, the Original Investor and certain others (as all such terms are defined therein),</p> <p>"LGC India" means LGC Promochem India Private Limited, a company incorporated in India with company number 18443,</p> <p>"Parent" means LGC Science Holdings Limited (CRN 07115745),</p> <p>"Permitted Security" means Permitted Security as such term is defined in the Senior Facilities Agreement,</p> <p>"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property (as such term is defined in the Senior Facilities Agreement),</p> <p>"Secured Parties" means each Senior Finance Party from time to time party to the Senior Facilities Agreement and any Receiver or Delegate,</p> <p>"Senior Facilities Agreement" means the senior facilities agreement dated 4 February 2010 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time) and entered into between (amongst others) the Parent, The Governor and Company of the Bank of Ireland, HSBC Bank plc, Lloyds TSB Bank plc and Societe Generale, London Branch as the Mandated Lead Arrangers, the Facility Agent and the Security Agent under which certain lenders have made available facilities to LGC Science Investments Limited (CRN: 07068771) and certain other Group Companies,</p> <p>"Senior Finance Document" means each Senior Finance Document as such term is defined in the Senior Facilities Agreement;</p> <p>"Senior Finance Party" means each Senior Finance Party as such term is defined in the Senior Facilities Agreement,</p>

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## Particulars of a mortgage or charge

4	<b>Amount secured</b>	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"Subsidiary" means any of.</p> <p>(a) a subsidiary within the meaning of section 1159 of the Companies Act 2006,</p> <p>(b) a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006,</p> <p>(c) an entity of which a person has direct or indirect control or owns directly or indirectly more than 50 per cent of the voting capital or similar right of ownership and control for this purpose means the power to direct the management and the policies of the entity whether through the ownership of voting capital, by contract or otherwise, and</p> <p>(d) an entity treated as a subsidiary in the financial statements of any person pursuant to the Accounting Principles (as such term is defined in the Senior Facilities Agreement),</p> <p>"UCC" means the Uniform Commercial Code as in effect, from time to time, in the State of New York, provided that, if perfection or the effect of perfection or non perfection or the priority of any security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, "UCC" means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions of the Pledge Agreement relating to such perfection, effect of perfection or non perfection or priority</p>	

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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) all proceeds of, collateral for and supporting obligations relating to, any and all of the Security Collateral (including, without limitation, proceeds, collateral and supporting obligations that constitute property of the types described in clause (a) of Section 1 of the Share Pledge, as set out in clause 1(a) above)

#### 2 FURTHER ASSURANCES

Subject to the terms of the Facilities Agreement and the Agreed Security Principles the Pledgor has agreed that from time to time, at the expense of the Pledgor, the Pledgor will promptly execute and deliver, or otherwise authenticate, all further instruments and documents, and take all further action that may be necessary or desirable, or that the Security Agent may reasonably request, in order to perfect and protect any pledge or security interest granted or purported to be granted by the Pledgor under the Pledge Agreement or to enable the Security Agent to exercise and enforce its rights and remedies under the Pledge Agreement with respect to any Collateral. Without limiting the generality of the foregoing, the Pledgor will promptly with respect to Collateral (i) file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be necessary or desirable, or as the Security Agent may reasonably request, in order to perfect and preserve the security interest granted or purported to be granted by the Pledgor under the Pledge Agreement, (ii) deliver and pledge to the Security Agent for benefit of the Secured Parties certificates representing Security Collateral that constitutes certificated securities, accompanied by undated stock or bond powers executed in blank; (iii) take all action necessary to ensure that the Security Agent has control of Collateral consisting of investment property as provided in Section 9-106 of the UCC, and (iv) deliver to the Security Agent evidence that all other action that the Security Agent may deem reasonably necessary or desirable in order to perfect and protect the security interest created by the Pledgor under the Pledge Agreement has been taken

#### 3 TRANSFERS AND OTHER SECURITY, ADDITIONAL SHARES

(a) The Pledgor has agreed that it will not (i) sell, assign or otherwise dispose of, or grant any option with respect to, any of the Collateral, other than sales, assignments and other dispositions of Collateral, and options relating to Collateral, permitted under the terms of the Facilities Agreement, or (ii) create or suffer to exist any security interest upon or with respect to any of the Collateral of the Pledgor except for the pledge, assignment and security interest created under the Pledge Agreement and Permitted Security under the Facilities Agreement

(b) The Pledgor has agreed that it will (i) cause the Issuer not to issue any Equity Interests or other securities in addition to or in substitution for the Pledged Equity issued by the Issuer, except to the Pledgor, and (ii) pledge under the Pledge Agreement, immediately upon its acquisition (directly or indirectly) thereof, any and all additional Equity Interests or other securities of the Issuer.

#### SCHEDULE

##### List of Pledged Shares

Pledgor	Issuer	Class of Equity Interest	Par Value	Certificate Numbers	Number of Shares	Percentage of Voting Rights
LGC (Holdings) Limited	LGC North America Inc	Common	\$0.001	1 and 2	200	100%



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FILE COPY

## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 3141667  
CHARGE NO. 9**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A PLEDGE AGREEMENT DATED 14  
JUNE 2012 AND CREATED BY LGC (HOLDINGS) LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY  
GROUP COMPANY AND BY EACH DEBTOR 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 25 OF THE COMPANIES ACT 2006 ON THE 27  
JUNE 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 JULY 2012



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES