

# MR01

## Particulars of a charge

195933/12

ashurst

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](http://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

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://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  
delivered outside of the 21 days it will be rejected unless it is 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



A06 \*A3511YBU\* 03/04/2014 #58

### 1 Company details

Company number 0 3 1 4 1 6 6 7

Company name in full LGC (HOLDINGS) 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 2 5 0 3 2 0 1 4 ✓

### 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 HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED

as security trustee ✓

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**

### Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

#### Continuation page

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

Description

None

**5**

### Fixed charge or fixed security

/

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ **Yes**☐ **No****6**

/

### Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ **Yes** Continue☐ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ **Yes****7**

/

### Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ **Yes**☐ **No**

MR01

Particulars of a charge

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

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

**Signature**

Please sign the form here

Signature

Signature

X *Abmurt LLP*

X

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

**MR01**

## Particulars of a charge

**Presenter information**

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name JRITSO/KVASS/HSB03 00108/34607796

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 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](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)



**FILE COPY**

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

Company number: 3141667

Charge code: 0314 1667 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th March 2014 and created by LGC (HOLDINGS) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd April 2014

*DX*

Given at Companies House, Cardiff on 9th April 2014



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

Certified as a true copy of the  
original instrument save for the  
material redacted pursuant to  
s 859G of the Companies Act 2006

ashurst

Ashurst LLP

EXECUTION VERSION

## Debenture

LGC Science Holdings Limited  
and the companies listed in schedule 1

and

HSBC Corporate Trustee Company (UK) Limited  
as Security Agent

Note the application of recoveries under this debenture is regulated by  
the terms of the Intercreditor Agreement

25 March 2014

## CONTENTS

CLAUSE	PAGE
1 INTERPRETATION	1
2 COVENANT TO PAY	5
3 CHARGING CLAUSE	5
4 CONTINUING SECURITY	9
5 FURTHER ASSURANCE	9
6 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS	10
7 REPRESENTATIONS AND WARRANTIES	11
8 UNDERTAKINGS	11
9 ATTORNEY	16
10 ENFORCEMENT AND POWERS OF THE SECURITY AGENT	16
11 STATUS, POWERS, REMOVAL AND REMUNERATION OF RECEIVER	18
12 APPLICATION OF MONEYS	19
13 PROTECTION OF THIRD PARTIES	20
14 PROTECTION OF SECURITY AGENT AND RECEIVER	21
15 COSTS AND EXPENSES	21
16 CUMULATIVE POWERS AND AVOIDANCE OF PAYMENTS	22
17 RULING OFF ACCOUNTS	22
18 DELEGATION	23
19 REDEMPTION OF PRIOR CHARGES	23
20 SET-OFF	23
21 NOTICES	23
22 CHANGES TO PARTIES	24
23 CURRENCY CLAUSES	25
24 MISCELLANEOUS	25
25 GOVERNING LAW AND JURISDICTION	26
SCHEDULE 1	27
Charging Companies	27
SCHEDULE 2	28
Details of Properties	28
SCHEDULE 3	30
Subsidiary Shares	30
SCHEDULE 4	32
Part 1	32
Forms of notice to counterparties (other than insurers) of Assigned Agreements/Hedging Agreements	32
Part 2	34
Form of notice to Insurers	34
SCHEDULE 5	36
Details of Accounts	36
Cash Collateral Accounts (Blocked)	36
Part 2	36
Collection Accounts and/or Nominated Accounts (Not blocked)	36
Part 3	36
Cash Management Accounts (Not blocked)	36
SCHEDULE 6	37
Form of notice to banks operating Collection Accounts and/or Nominated Accounts and/or Cash Collateral Accounts	37
SCHEDULE 7	40
Form of notice to banks operating Cash Management Accounts	40
SCHEDULE 8	43
Intra-Group Loans	43
SCHEDULE 9	44
Form of Security Accession Deed	44

THIS DEED is made on 25 March 2014

**BETWEEN:**

- (1) **LGC SCIENCE HOLDINGS LIMITED** (a company incorporated in England and Wales with registered number 07115745) (the "**Parent**"),
- (2) **THE COMPANIES** listed in schedule 1, and
- (3) **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED** (a company incorporated in England and Wales with registered number 06447555) as security trustee for itself and the other Secured Parties (the "**Security Agent**", which expression shall include any person from time to time appointed as a successor, replacement or additional trustee in relation to the interests created by this deed)

**WHEREAS:**

- (A) Pursuant to the Senior Facilities Agreement, the Original Lenders have agreed to make available certain loan facilities
- (B) Each Charging Company is entering into this debenture in connection with the Senior Finance Documents and in order to provide Transaction Security in favour of the Secured Parties (or any of them) in respect of the obligations of the Obligors under the Senior Finance Documents as amended, amended and restated or supplemented from time to time

**THE PARTIES AGREE AS FOLLOWS:**

**1 INTERPRETATION**

**1.1 Definitions**

In this deed

**"Assigned Agreements"** means the Insurances, the Intra-Group Loan Agreements and any other agreement designated as an Assigned Agreement by the Parent and the Security Agent,

**"Book Debts"** means all book and other debts arising in the ordinary course of trading,

**"Cash Collateral Accounts"** means the Holding Accounts and the Mandatory Prepayment Accounts, each as defined in the Senior Facilities Agreement (including the accounts of the Charging Companies set out in part 1 of schedule 5),

**"Cash Management Account Bank"** means a Lender or an Affiliate of a Lender in each case in its capacity as an Ancillary Lender who is providing Cash Management Arrangements to a Charging Company,

**"Cash Management Accounts"** means all current, deposit or other accounts of a Charging Company with a Cash Management Account Bank which are now or in the future subject to any Cash Management Arrangements, and all balances now or in the future standing to the credit of or accrued or accruing on those accounts and all rights related or connected thereto (including the accounts of the Charging Companies set out in part 3 of schedule 5),

**"Cash Management Arrangements"** means any cash pooling, netting, set-off or similar arrangement provided to a Charging Company by a Cash Management Account Bank in connection with multi-account overdrafts provided under an Ancillary Facility, in each case



provided as an Ancillary Facility, or otherwise as permitted, pursuant to the Senior Facilities Agreement,

**"Charged Property"** means the assets mortgaged, charged or assigned to the Security Agent by this deed,

**"Charging Companies"** means the Parent, each of the companies listed in schedule 1 and each company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed,

**"Collection Accounts"** means the accounts of the Charging Companies set out in part 2 of schedule 5 and/or such other accounts as the Security Agent and the relevant Charging Company shall agree from time to time (including as specified in any relevant Security Accession Deed) or (following the occurrence of a Declared Default) as the Security Agent shall specify,

**"Declared Default"** means an Event of Default which has resulted in the Facility Agent exercising any of its rights under clause 26 20 (Acceleration) of the Senior Facilities Agreement,

**"Default Rate"** means the rate at which interest is payable under clause 12 3 (Default Interest) of the Senior Facilities Agreement,

**"Distribution Rights"** means all dividends, distributions and other income paid or payable on an Investment or Subsidiary Share, together with all shares or other property derived from that Investment or Subsidiary Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Investment or Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise);

**"Events of Default"** means Events of Default as defined in the Senior Facilities Agreement,

**"Excluded Leasehold Property"** means

- (a) the leasehold property known as Culham Science Centre (E4, E5, E6, F4 & F5) with title number ON254018,
- (b) the leasehold property known as Part Wakefield Laboratory Facility, Sir Alec Jeffreys Building, Peel Avenue, Calder Park, Wakefield WF2 7UA,
- (c) the leasehold property known Building 3, Drayton Manor Business Park, Coleshill Road, Tamworth B78 3BP with title number SF555048, and
- (d) the leasehold property known as Darwin House, Birchwood Park, Warrington with title number CH601473,

**"Floating Charge Asset"** means an asset charged under clause 3 2 (Floating Charge);

**"Hedging Agreements"** means the Hedging Agreements as defined in the Senior Facilities Agreement,

**"Indebtedness"** means all money or liabilities due, owing or incurred to any Secured Party by any Charging Company or any other Obligor under any Senior 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,

**"Insurances"** means all policies of insurance and all proceeds of them either now or in the future held by, or written in favour of, a Charging Company or in which it is otherwise interested, but excluding any third party liability or public liability insurance and any directors and officers insurance,

**"Intercreditor Agreement"** has the meaning given to that term in the Senior Facilities Agreement,

**"Intra-Group Loan Agreements"** means the loans (if any) listed in 0 (Intra-Group Loans) or in any relevant Security Accession Deed, and any other loan designated as an Intra-Group Loan by the relevant Charging Company (or the Obligors' Agent on its behalf) and the Security Agent,

**"Investment"** means any stock, share, debenture, loan stock, security, interest in any investment fund and any other comparable investment (whether or not marketable) whether owned directly by or to the order of a Charging Company or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Subsidiary Shares),

**"Material IP"** means Intellectual Property, owned by a Charging Company, that is registered, or in respect of which applications to register have been made, in any member state of the European Union, and which is (in the reasonable opinion of the Security Agent, in consultation with the relevant Charging Company and taking into account the Agreed Security Principles) material to the business of the Group,

**"Material Leasehold Property"** means all leasehold property, beneficially owned by a Charging Company which has an annual rent exceeding £100,000 other than the Excluded Leasehold Property,

**"Net Balance"** means the net balance standing to the credit of the Cash Management Accounts determined by the Facility Agent as remaining after (i) the exercise by that Cash Management Account Bank of all its rights under the Cash Management Arrangements in respect of the Cash Management Accounts held with that Cash Management Account Bank, including its rights to set-off, make demands and enforce or (ii) the operation of all applicable insolvency laws,

**"Nominated Account"** means an account nominated by the Security Agent for the collection of proceeds of any Other Debts (including the accounts of the Charging Companies set out in part 2 of schedule 5),

**"Obligors"** means Obligors as defined in the Senior Facilities Agreement,

**"Other Debts"** means the debts and claims identified in clause 3 1(b)(v),

**"Planning Acts"** means the Town and Country Planning Act 1990 and the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991 and any regulations made under them,

**"Premises"** means all freehold and Material Leasehold Property from time to time owned by a Charging Company or in which a Charging Company is otherwise interested, including the property, if any, specified in schedule 2 (or, as the case may be, schedule 1 of the relevant Security Accession Deed),

**"Receiver"** means a receiver and manager or (if the Security Agent so specifies in the relevant appointment) receiver in each case appointed under this deed,

**"Related Rights"** means, in relation to any asset

- (a) the proceeds of sale of that asset or any part of that asset,
- (b) any monies and proceeds paid or payable in relation to that asset,
- (c) all rights under any licence, agreement for sale or agreement for lease in respect of that asset, and
- (d) the benefit of all other rights, powers, claims, consents, contracts, warranties, security, guarantees, indemnities or covenants for title in respect of that asset,

**"Secured Parties"** means the Senior Finance Parties,

**"Security Accession Deed"** means a deed executed by a Group Company substantially in the form set out in schedule 9, with those amendments which the Security Agent may approve or reasonably require,

**"Senior Facilities Agreement"** means the facilities agreement dated 14 March 2014 between (among others) the Parent and the Security Agent, under which certain lenders have made available certain facilities to the Original Borrowers (as defined therein),

**"Senior Finance Documents"** means the Senior Finance Documents and the Hedging Agreements, each as defined in the Senior Facilities Agreement,

**"Senior Finance Parties"** means the Senior Finance Parties and any Hedge Counterparty, each as defined in the Senior Facilities Agreement, and

**"Subsidiary Shares"** means all shares owned by a Charging Company in its Subsidiaries including those listed in schedule 3 and as specified in any relevant Security Accession Deed

## 1 2 Construction

In this deed, unless a contrary intention appears, a reference to

- (a) an **"agreement"** includes any legally binding arrangement, concession, contract, deed or franchise (in each case whether oral or written),
- (b) an **"amendment"** includes any amendment, supplement, variation, novation, modification, replacement or restatement and **"amend"**, **"amending"** and **"amended"** shall be construed accordingly,
- (c) **"assets"** includes present and future properties, revenues and rights of every description,
- (d) **"including"** means including without limitation and **"includes"** and **"included"** shall be construed accordingly,
- (e) **"losses"** includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and **"loss"** shall be construed accordingly,
- (f) a **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture consortium or partnership (whether or not having separate legal personality) or two or more of the foregoing,
- (g) a **"regulation"** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation,

- (h) unless the context otherwise requires or unless otherwise defined in this deed, words and expressions defined in the Senior Facilities Agreement have the same meanings when used in this deed,
- (i) the terms of the documents under which the Indebtedness arises and of any side letters between any Charging Company and any Secured Party relating to the Indebtedness are incorporated in this deed to the extent required for any purported disposition of the Charged Property contained in this deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989,
- (j) section 1 of the Trustee Act 2000 shall not apply to the duties of the Security Agent in relation to the trusts created by this deed or any other Senior Finance Document, and
- (k) the parties intend that this document shall take effect as a deed

### **1 3 Other References**

- (a) In this deed, unless a contrary intention appears, a reference to
  - (i) any Senior Finance Party, any Obligor or any other person is, where relevant, deemed to be a reference to or to include, as appropriate, that person's successors in title, permitted assignees and transferees and in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Senior Finance Documents,
  - (ii) any clause or schedule is a reference to, respectively, a clause of and schedule to this deed and any reference to this deed includes its schedules,
  - (iii) any Senior Finance Document or other agreement or instrument is to be construed as a reference to that agreement or instrument as amended or novated (excluding any amendment or novation made contrary to any provision of any Senior Finance Document),
  - (iv) a provision of law is a reference to that provision as amended or re-enacted
- (b) The index to and the headings in this deed are inserted for convenience only and are to be ignored in construing this deed
- (c) Words importing the plural shall include the singular and vice versa.
- (d) If there is a conflict between this deed and the Senior Facilities Agreement then (to the extent permitted by law) the provisions of the Senior Facilities Agreement shall take priority over the provisions of this deed

## **2. COVENANT TO PAY**

Subject to any limits on its liability specifically recorded in the Senior Finance Documents, each Charging Company as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay the Indebtedness when it falls due for payment

## **3 CHARGING CLAUSE**

### **3 1 Fixed Charges**

Each Charging Company, as security for the payment and discharge of the Indebtedness, charges in favour of the Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest, and in each case, all Related Rights

- (a) by way of first legal mortgage all freehold property and the Material Leasehold Property (including the freehold property and the Material Leasehold Property specified in schedule 2), together with all buildings and fixtures (including trade fixtures) on that property,
- (b) by way of first fixed charge.
  - (i) all other interests (not effectively charged under clause 3 1(a) in any freehold or Material Leasehold Property, the buildings and fixtures (including trade fixtures) on that property, all proceeds of sale derived therefrom and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land,
  - (ii) all the Subsidiary Shares and Investments and all corresponding Distribution Rights,
  - (iii) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto,
  - (iv) all Book Debts and all rights and claims against third parties and against any security in respect of those Book Debts,
  - (v) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of those debts and claims,
  - (vi) all monies standing to the credit of its accounts (including the Cash Collateral Accounts, the Nominated Accounts and the Collection Accounts but excluding the Cash Management Accounts) with any bank, financial institution or other person and all rights related to those accounts (excluding the rights related to the Cash Management Accounts until after the exercise by the Cash Management Account Bank of its rights set out in, or the operations of all applicable laws referred to in, paragraphs (i) and (ii) of the definition of Net Balance) and the Net Balance,
  - (vii) all Its Intellectual Property,
  - (viii) all rights and interest in the Hedging Agreements,
  - (ix) the benefit of all consents and agreements held by It in connection with the use of any of its assets,
  - (x) its goodwill and uncalled capital, and
  - (xi) if not effectively assigned by clause 3 3 (Security Assignment), all its rights and interests in (and claims under) the Assigned Agreements

### **3 2 Floating Charge**

As further security for the payment and discharge of the Indebtedness, each Charging Company charges with full title guarantee in favour of the Security Agent by way of first floating charge all its present and future assets not effectively charged by way of first fixed charge under clause 3 1 (Fixed Charges) or assigned under clause 3 3 (Security Assignment) and, in each case, all Related Rights.

### 3 3 **Security Assignment**

- (a) As further security for the payment and discharge of the Indebtedness, each Charging Company assigns absolutely with full title guarantee to the Security Agent *all its rights, title and interest* in the Assigned Agreements and all Related Rights, provided that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the relevant Charging Company re-assign the relevant rights, title and interest in the Assigned Agreements to that Charging Company (or as it shall direct)
- (b) Until the occurrence of a Declared Default, but subject to clause 8 8 (Assigned Agreements), the relevant Charging Company may continue to deal with the counterparties to the relevant Assigned Agreements

### 3 4 **Fixed Security**

Clause 3 1 (Fixed Charges) and clause 3 3 (Security Assignment) shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each relevant asset within any particular class of assets specified in this deed. Any failure to create *effective fixed security (for whatever reason) over an asset shall not affect the fixed nature of the security on any other asset, whether within the same class of assets or not*

### 3 5 **Conversion of Floating Charge**

If

- (a) a Declared Default has occurred, or
- (b) the Security Agent is reasonably of the view that any legal process or execution is being enforced against any Floating Charge Asset or that any Floating Charge Asset is in danger of being seized or otherwise in jeopardy,

the Security Agent may, by notice to any Charging Company, convert the floating charge created under this deed into a fixed charge as regards those assets which it specifies in the notice. Each relevant Charging Company shall promptly following a request by the Security Agent execute a fixed charge or legal assignment over those assets in the form which the Security Agent requires, but on terms no more onerous to such Charging Company than this deed.

### 3 6 **Automatic Conversion of Floating Charge**

If any Charging Company creates (or purports to create) any Security (except as permitted by the Senior Finance Documents or with the prior consent of the Security Agent) on or over any Floating Charge Asset *without the prior consent in writing* of the Security Agent, or if any third party levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, the floating charge created under this deed will automatically (without notice) and immediately be converted into a fixed charge over the relevant Floating Charge Asset.

### 3 7 **Leases Restricting Charging**

- (a) There shall be excluded from the charge created by clause 3 1 (Fixed Charges) and from the operation of clause 5 (Further Assurance) any leasehold property held by a Charging Company under a lease which either precludes absolutely or conditionally (including requiring the consent of any third party) that Charging Company from creating any charge over its leasehold interest in that property (each an "**Excluded Property**") until the relevant condition or waiver has been satisfied or obtained

- (b) For each Excluded Property which is a Material Leasehold Property, each relevant Charging Company undertakes to apply for the relevant consent or waiver of prohibition or condition within fourteen days of the date of this deed and, in respect of each such Excluded Property which provides that the relevant third party will not unreasonably withhold its consent to charging, to use reasonable endeavours to obtain that consent as soon as possible and to keep the Security Agent informed of the progress of its negotiations
- (c) Forthwith upon receipt of the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to the Security Agent under clause 3.1 (Fixed Charges). If required by the Security Agent at any time following receipt of that waiver or consent, the relevant Charging Company will forthwith execute a valid legal mortgage in such form as the Security Agent shall reasonably require

### 3.8 Intellectual Property Restricting Charging

- (a) There shall be excluded from the charge created by clause 3.1 (Fixed Charges) and from the operation of clause 5 (Further Assurance) any Intellectual Property in which a Charging Company has an interest under any licence or other agreement which either precludes absolutely or conditionally (including requiring the consent of any third party) that Charging Company from creating any charge over its interest in that Intellectual Property (each an **"Excluded Intellectual Property"**) until the relevant condition or waiver has been satisfied or obtained
- (b) For each Excluded Intellectual Property, each relevant Charging Company undertakes to apply for the relevant consent or waiver of prohibition or condition within fourteen days of the date of this deed and, in respect of any licence or agreement which provides that the relevant third party will not unreasonably withhold its consent to charging, to use all reasonable endeavours to obtain such consent as soon as possible and to keep the Security Agent informed of the progress of its negotiations
- (c) Forthwith upon receipt of the relevant waiver or consent, the relevant formerly Excluded Intellectual Property shall stand charged to the Security Agent under clause 3.1 (Fixed Charges). If required by the Security Agent, at any time following receipt of that waiver or consent, the relevant Charging Company will forthwith execute a valid fixed charge or legal assignment in such form as the Security Agent shall reasonably require
- (d) Until the occurrence of a Declared Default, notwithstanding the fixed charge created by clause 3.1(b), the Charging Companies are entitled to deal with Intellectual Property in the ordinary course of business of the Group as permitted by clause 25.14 (Disposals) of the Senior Facilities Agreement (including, without limitation, allowing registrations or applications for registrations to expire, lapse or otherwise be abandoned if such registrations are no longer material to the business of the Charging Companies)

### 3.9 Insurances Restricting Charging

- (a) There shall be excluded from the charge created by clause 3.1 (Fixed Charges) and from the operation of clause 5 (Further Assurance) any Insurances in which a Charging Company has an interest which either precludes absolutely or conditionally (including requiring the consent of any third party) that Charging Company from creating any charge over its interest in that Insurance (each an **"Excluded Insurance Policy"**) until the relevant condition or waiver has been satisfied or obtained

- (b) For each Excluded Insurance Policy, each relevant Charging Company undertakes to apply for the relevant consent or waiver of prohibition or condition within fourteen days of the date of this deed and, in respect of any Excluded Insurance Policy which provides that the relevant third party will not unreasonably withhold its consent to charging, to use all reasonable endeavours to obtain such consent as soon as possible and to keep the Security Agent informed of the progress of its negotiations
- (c) Forthwith upon receipt of the relevant waiver or consent, the relevant formerly Excluded Insurance Policy shall stand charged to the Security Agent under clause 3.1 (Fixed Charges). If required by the Security Agent, at any time following receipt of that waiver or consent, the relevant Charging Company will forthwith execute a valid fixed charge or legal assignment in such form as the Security Agent shall reasonably require

#### **4 CONTINUING SECURITY**

##### **4.1 Continuing Security**

This security is to be a continuing security notwithstanding any intermediate payment or settlement of all or any part of the Indebtedness or any other matter or thing unless and until discharged by the Security Agent

##### **4.2 Other Security**

This security 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 other right which the Security Agent and/or any other Secured Party may now or after the date of this deed hold for any of the Indebtedness, and this security may be enforced against each Charging Company without first having recourse to any other rights of the Security Agent or any other Secured Party

#### **5 FURTHER ASSURANCE**

##### **5.1 General**

- (a) Subject to the Agreed Security Principles, each Charging Company shall promptly (and at its own expense) enter into a mortgage over any freehold or Material Leasehold Property and do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s))
  - (i) to perfect the Security created or intended to be created under or evidenced by this deed or for the exercise of any rights, powers and remedies of the Security Agent, any Receiver or the Secured Parties provided by or pursuant to this deed or by law; and/or
  - (ii) to facilitate the realisation of the Charged Property at any time after a Declared Default
- (b) Subject to the Agreed Security Principles, each Charging Company shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to this deed



## 5.2 Land Registry

- (a) In relation to real property charged by way of legal mortgage under this deed situated in England and Wales, each Charging Company hereby irrevocably consents to the Security Agent applying to the Chief Land Registrar for a restriction to be entered on the Register of Title of all that real property (including any unregistered properties subject to compulsory first registration at the date of this deed) on the prescribed Land Registry form and in the following or substantially similar terms

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated ● in favour of HSBC Corporate Trustee Company (UK) Limited referred to in the charges register "

- (b) Subject to the terms of the Senior Facilities Agreement, the Lenders are under an obligation to make further advances to Obligors (which obligation is deemed to be incorporated into this deed) and this security has been made for securing those further advances. In relation to real property charged by way of legal mortgage under this deed situated in England and Wales, the Security Agent may apply to the Chief Land Registrar for a notice to be entered onto the Charges Register of the Register of Title of all that real property (including any unregistered properties subject to compulsory first registration at the date of this deed) that there is an obligation to make further advances on the security of the registered charge
- (c) In respect of any part of the Charged Property title which is registered at the Land Registry, each Charging Company certifies that the security created by this deed does not contravene any of the provisions of the articles of association of that Charging Company

## 5.3 Register of Security over Intellectual Property

- (a) Subject to the Agreed Security Principles, each Charging Company as registered proprietor or applicant, as applicable, appoints the Security Agent as its agent to apply for the particulars of this deed and of the Secured Parties' interest in any Material IP to be recorded at the applicable intellectual property registry and, in each case, the relevant Charging Company agrees to execute all documents and forms reasonably required to enable those particulars to be entered on the relevant register of intellectual property
- (b) Subject to clause 5.3(a) above, no Charging Company shall be required to take any action to record, or appoint the Security Agent as agent to record, the interest of the Security Agent under this deed in any Intellectual Property

## 6 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

No Charging Company may.

- (a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property,
- (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than, unless and until a Declared Default has occurred, Floating Charge Assets on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so, or
- (c) dispose of the equity of redemption in respect of all or any part of the Charged Property,

except as permitted by the Senior Finance Documents or with the prior consent of the Security Agent

## **7 REPRESENTATIONS AND WARRANTIES**

### **7.1 Matters Represented**

- (a) Each Charging Company, as at the date of this deed, represents and warrants to the Security Agent as set out in clauses 7.2 (Property) and 7.3 (Subsidiary Shares) on the date of this deed, and
- (b) each company which accedes to this deed by signing a Security Accession Deed represents and warrants to the Security Agent as set out in clauses 7.2 (Property) and 7.3 (Subsidiary Shares) on the date of such Accession in respect of itself and the matters set out in the relevant Security Accession Deed

### **7.2 Property**

Schedule 2 identifies all freehold and Material Leasehold Property beneficially owned by it as at the date of this deed.

### **7.3 Subsidiary Shares**

- (a) It is the legal and beneficial owner of the Subsidiary Shares identified against its name in schedule 3 (or, as the case may be, schedule 2 of the relevant Security Accession Deed) (save in relation to those Subsidiary Shares which are held by a nominee for it in which case it is the beneficial owner only of those Subsidiary Shares) as at the date of this deed (or, as the case may be, the date of the relevant Security Accession Deed)
- (b) All of those Subsidiary Shares are fully paid

### **7.4 No UK Establishment**

Each Charging Company which is incorporated outside of the United Kingdom represents and warrants to the Security Agent on the date of this deed that it has not registered an establishment in the United Kingdom with the registrar of companies whether under its name of incorporation or any other name

## **8 UNDERTAKINGS**

### **8.1 Duration of Undertakings**

Each Charging Company undertakes to the Security Agent in the terms of this clause 8 from the date of this deed and for so long as any security constituted by this deed remains in force.

### **8.2 General Undertakings**

#### **Charged Property**

Subject to the Senior Facilities Agreement, the Agreed Security Principles and clauses 3.8(d) and 5.3 (Registration of Security over Intellectual Property) of this deed it will observe and perform in all material respects all covenants and stipulations from time to time affecting the Charged Property in so far as the same are subsisting, make all payments, carry out all registrations or renewals and generally take all material steps which are necessary to preserve, maintain and renew when necessary all the Charged Property

### 8 3 **Property Undertakings - Forfeiture Notices**

It will give immediate notice to the Security Agent if it receives any notice under section 146 of the Law of Property Act 1925 or any proceedings are commenced against it for the forfeiture of any lease comprised in any Material Leasehold Property

### 8 4 **Collection of Book Debts and Other Debts**

(a) Each Charging Company will

(i) after the occurrence of a Declared Default, as agent for the Security Agent, collect all Book Debts and Other Debts charged to the Security Agent under this deed, pay the proceeds into a Collection Account (or, in the case of Other Debts, a Nominated Account) forthwith on receipt and, pending that payment, hold those proceeds on trust for the Security Agent,

(ii) not charge, factor, discount or assign any of the Book Debts or Other Debts in favour of any other person, or purport to do so unless permitted by the Senior Finance Documents or with the prior consent of the Security Agent, and

(iii) where a Collection Account or Nominated Account is not maintained with the Security Agent, promptly following execution of this deed or (if later) designation of a bank account as a Collection Account or Nominated Account, give notice (substantially in the form set out in schedule 6) to each institution with which it holds any Collection Account or Nominated Account, of the charges created by this deed over those accounts and use reasonable endeavours to procure that the bank with whom the Collection Account or Nominated Account is maintained promptly signs and delivers to the Security Agent a letter substantially in the form set out in schedule 6

(b) Where the Security Agent is an account bank in relation to any Collection Account or Nominated Account in existence at the time of creation of security over it by this deed, the execution of this deed by the Security Agent will be treated as acknowledgement by the Security Agent (in its capacity as account bank) of notice of the security created by this deed and its confirmation of the matters set out in schedule 6

(c) After the occurrence of a Declared Default, no Charging Company may withdraw all or any monies from time to time standing to the credit of any Collection Account or Nominated Account except with the prior consent of the Security Agent

(d) Prior to the occurrence of a Declared Default the proceeds of all Book Debts and Other Debts shall (subject to any restriction on the application of such proceeds contained in this deed or in the Senior Finance Documents), upon such proceeds being credited to a Collection Account or Nominated Account (as the case may be) be released from the fixed charges created pursuant to Clause 3 1 (Fixed Charge) above and the relevant Charging Company shall be entitled to withdraw such proceeds from such Collection Account or Nominated Account (as the case may be) in the normal course of its business

### 8 5 **Accounts**

(a) Where a Cash Collateral Account is not maintained with the Security Agent, the relevant Charging Company will promptly following execution of this deed or (if later) designation of a bank account as a Cash Collateral Account, give notice (substantially in the form set out in schedule 6) to each institution with which it holds any Cash Collateral Account, of the charges created by this deed over those accounts and use reasonable endeavours to procure that the bank with whom the

Cash Collateral Account is maintained promptly signs and delivers to the Security Agent a letter substantially in the form set out in schedule 6

- (b) Where the Security Agent is an account bank in relation to any Cash Collateral Account in existence at the time of creation of security over it by this deed, the execution of this deed by the Security Agent will be treated as acknowledgement by the Security Agent (in its capacity as account bank) of notice of the security created by this deed and its confirmation of the matters set out in schedule 6
- (c) No Charging Company may withdraw all or any monies from time to time standing to the credit of any Cash Collateral Account, unless expressly permitted to do so by the Senior Facilities Agreement or with the prior consent of the Security Agent
- (d) Each Charging Company will promptly following execution of this deed or (if later) designation of a bank account as a Cash Management Account, give notice (substantially in the form set out in schedule 7) to each institution with which it holds any Cash Management Account, of the charges created by this deed in relation to those accounts and use reasonable endeavours to procure that each Cash Management Account Bank signs and delivers to the Security Agent an acknowledgment to the notice substantially in the form set out in schedule 7 (Forms of Notice for Cash Management Accounts)
- (e) If a Cash Management Account ceases to be subject to a Cash Management Arrangement, the relevant Charging Company must:
  - (i) give written notice to the Security Agent, including details of the account number and name that is ceasing to be subject to a Cash Management Arrangement, and
  - (ii) carry out any other action reasonably required by the Security Agent
- (f) Where the Security Agent is an account bank in relation to any Cash Management Account in existence at the time of creation of security over it by this deed, the execution of this deed by the Security Agent will be treated as acknowledgement by the Security Agent (in its capacity as account bank) of notice of the security created by this deed and its confirmation of the matters set out in schedule 7

## 8.6 Title Documents

Subject to the rights of any prior mortgagee, each Charging Company will

- (a) promptly deposit with the Security Agent (or as it shall reasonably direct) all deeds and documents of title relating to all Premises and if those deeds and documents are with the Land Registry, will promptly deposit them with the Security Agent (or as it reasonably shall direct) upon their release,
- (b) promptly deposit with the Security Agent (or as it shall reasonably direct) all stock and share certificates and other documents of title relating to the Subsidiary Shares together with stock transfer forms executed in blank and left undated on the basis that the Security Agent shall be able to hold such documents of title and stock transfer forms until the Indebtedness has been irrevocably and unconditionally discharged in full and shall be entitled, at any time, following the occurrence of a Declared Default to complete, under its power of attorney given by clause 9 (Attorney) below, the stock transfer forms on behalf of the relevant Charging Company in favour of itself or such other person as it shall select,
- (c) use reasonable endeavours to promptly deposit with the Security Agent (or as it shall reasonably direct) all stock and share certificates and other documents of title relating to the Investments (other than the Subsidiary Shares) together with stock

transfer forms (or equivalent) executed in blank and left undated on the basis that the Security Agent shall be able to hold such documents of title and stock transfer forms until the Indebtedness has been irrevocably and unconditionally discharged in full and shall be entitled, at any time, following the occurrence of a Declared Default to complete, under its power of attorney given by clause 9 (Attorney) below, the stock transfer forms on behalf of the relevant Charging Company in favour of itself or such other person as it shall select,

- (d) promptly deposit with the Security Agent (or as it shall reasonably direct) copies of all Insurances for the time being charged under this deed, and
- (e) following a Declared Default, promptly deposit with the Security Agent (or as it shall reasonably direct) all other documents of title relating to the Charged Property which the Security Agent from time to time reasonably requires

#### **8 7 Voting and Distribution Rights**

- (a) Until a Declared Default occurs
  - (i) the relevant Charging Company shall be entitled to receive and retain all dividends, distributions and other monies paid on or derived from the Subsidiary Shares, and
  - (ii) the relevant Charging Company shall be entitled to exercise all voting and other rights and powers attaching to the Subsidiary Shares provided that it shall not exercise any such voting rights or powers in a manner which adversely affects the validity or enforceability of the Security created under this deed or that would cause an Event of Default to occur
- (b) On and after the occurrence of a Declared Default
  - (i) the relevant Charging Company will promptly pay all dividends, distributions and other monies paid on or derived from the Investments into a Cash Collateral Account, and
  - (ii) the Security Agent may (in its sole discretion) directly or indirectly (by instruction to the relevant legal owner of the relevant Investments) exercise, refrain from exercising or disclaim any right to exercise any voting or other rights and powers attaching to the Investments. Any such disclaimer will confer on the relevant Charging Company the authority to direct the exercise of the disclaimed right, as if a Declared Default had not occurred, in accordance with paragraph (a)(ii) above
- (c) At any time when any Investments are registered in the name of the Security Agent or its nominee as a result of the enforcement of the security following the occurrence of a Declared Default, the Security Agent will not be under any duty to ensure that any dividends, distributions or other monies payable in respect of those Investments are duly and promptly paid or received by it or its nominee, or to verify that the correct amounts are paid or received, or to take any action in connection with the taking up of any (or any offer of any) stocks, shares, rights, monies or other property paid, distributed, accruing or offered at any time by way of interest, dividend, redemption, bonus, rights, preference, option, warrant or otherwise on or in respect of or in substitution for, any of those Investments

#### **8 8 Assigned Agreements**

Each Charging Company will

- (a) (other than in relation to the Insurances) perform all its material obligations under the Assigned Agreements in a diligent and timely manner,
- (b) (other than in relation to the Insurances) not make or agree to make any material amendments to the Assigned Agreements, waive any of its material rights under the Assigned Agreements or exercise any right to terminate any of the Assigned Agreements, except with the prior consent of the Security Agent (acting reasonably and promptly),
- (c) promptly after the execution of this deed (or, in respect of any Assigned Agreement or Hedging Agreement designated as such after the date of execution of this deed, promptly after the applicable designation date), give notice to the other parties to the Assigned Agreements and Hedging Agreements that it has assigned its rights under the applicable Assigned Agreement or Hedging Agreement to the Security Agent under this deed. Such notice will be given in substantially the form set out in part 1 of schedule 4, except in the case of the Insurances where the notice will be substantially in the form set out in part 2 of schedule 4. Each relevant Charging Company will use reasonable endeavours to procure that each party served with any such notice countersigns and returns the notice to the Security Agent within 14 days of the execution of this deed (or, as the case may be, execution of the relevant Assigned Agreement or Hedging Agreement), and
- (d) where a party to this deed is a counterparty to an Assigned Agreement or a Hedging Agreement in existence at the time of creation of security over it by this deed, the execution of this deed by that party (in whatever capacity) will be treated as acknowledgement by it (in its capacity as counterparty to any relevant Assigned Agreement or Hedging Agreement) of notice of the security created by this deed and its confirmation of the matters set out in part 1 of schedule 4 or part 2 of schedule 4 (as applicable)

#### 8 9 **Insurances**

Each Charging Company shall

- (a) ensure that it does not do, omit to do or permit or suffer to be done or omitted to be done, anything which might render any of the Insurances in respect of which it is an insured party void, voidable or unenforceable, and
- (b) ensure that the Insurances in respect of which it is an insured party are endorsed with a copy of the relevant notice of assignment

#### 8 10 **Retention of Documents**

The Security Agent may retain any document delivered to it under clause 8 6 (Title Documents) or otherwise until the security created by this deed is released and, if for any reason it ceases to hold any such document before that time, it may by notice to the relevant Charging Company require that the relevant document be redelivered to it and the relevant Charging Company shall promptly comply (or procure compliance) with that notice

#### 8 11 **Power to Remedy**

If a Charging Company fails to comply with any covenant set out in clauses 8 2 (General Undertakings) to 8 10 (Retention of Documents) (inclusive) and that failure is not remedied to the satisfaction of the Security Agent within 14 days (acting reasonably), it will allow (and irrevocably authorises) the Security Agent or any person which the Security Agent nominates to take any action on behalf of that Charging Company which is necessary to ensure that those covenants are complied with

## **8 12 Indemnity**

Each Charging Company will indemnify the Security Agent against all losses properly incurred by the Security Agent as a result of a breach by any Charging Company of its obligations under clauses 8 1 (Duration of Undertakings) to 8 10 (Retention of Documents) (inclusive) and in connection with the exercise by the Security Agent of its rights contained in clause 8 11 (Power to Remedy) above, save for any losses arising as a result of the Security Agent's gross negligence, wilful misconduct or breach of obligation. All sums the subject of this indemnity will be payable by the relevant Charging Company to the Security Agent within 3 Business Days of demand and if not so paid will bear interest at the Default Rate. Any unpaid interest will be compounded with monthly rests.

## **9 ATTORNEY**

Each Charging Company, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any person nominated for the purpose by the Security Agent or any Receiver (in writing and signed by an officer of the Security Agent or Receiver) as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to execute, seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the terms of this deed, but which such Charging Company has failed to do within 10 Business Days of being notified of such failure and being requested to comply or after the occurrence of a Declared Default and each Charging Company covenants with the Security Agent and each Receiver to ratify and confirm all such acts or things made, done or executed by that attorney.

## **10 ENFORCEMENT AND POWERS OF THE SECURITY AGENT**

### **10 1 Statutory Restrictions**

The restriction on the consolidation of mortgages and on power of sale imposed by sections 93 and 103 respectively of the Law of Property Act 1925 shall not apply to the security constituted by this deed.

### **10 2 Enforcement Powers**

For the purpose of all rights and powers implied or granted by statute, the Indebtedness is deemed to have fallen due on the date of this deed. The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 and all other enforcement powers conferred by this deed shall be immediately exercisable at any time after a Declared Default has occurred.

### **10 3 Statutory Powers**

The powers conferred on mortgagees, receivers or administrative receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (as the case may be) shall apply to the security created by this deed, unless they are expressly or impliedly excluded. If there is ambiguity or conflict between the powers contained in those Acts and those contained in this deed, those contained in this deed shall prevail.

### **10.4 Fixtures**

After the occurrence of a Declared Default, the Security Agent may sever any fixtures from the property to which they are attached and sell them separately from that property.

**10 5 Appointment of Receiver or Administrator**

- (a) Subject to paragraph (d) below, at any time after a Declared Default has occurred, or if so requested by the relevant Charging Company, the Security Agent may by writing under hand signed by any officer or manager of the Security Agent, appoint any person (or persons) to be a Receiver of all or any part of the Charged Property
- (b) Section 109(1) of the Law of Property Act 1925 shall not apply to this deed
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this deed
- (d) The Security Agent shall be entitled to appoint a Receiver save to the extent prohibited by section 72A Insolvency Act 1986

**10 6 Powers of Leasing**

The Security Agent may lease, make agreements for leases at a premium or otherwise, accept surrenders of leases and grant options or vary or reduce any sum payable under any leases or tenancy agreements as it thinks fit, without the need to comply with any of the provisions of sections 99 and 100 of the Law of Property Act 1925

**10 7 Exercise of Powers**

All or any of the powers conferred upon mortgagees by the Law of Property Act 1925 as varied or extended by this deed, and all or any of the rights and powers conferred by this deed on a Receiver (whether expressly or impliedly), may be exercised by the Security Agent without further notice to any Charging Company at any time after a Declared Default has occurred, irrespective of whether the Security Agent has taken possession or appointed a Receiver of the Charged Property

**10 8 Appropriation**

- (a) In this deed, "**financial collateral**" has the meaning given to that term in the Financial Collateral Arrangements (No 2) Regulations 2003 (No 3226)
- (b) At any time after a Declared Default has occurred, the Security Agent may appropriate all or part of the financial collateral in or towards satisfaction of the Indebtedness
- (c) The Security Agent must attribute a value to the appropriated financial collateral in a commercially reasonable manner.
- (d) Where the Security Agent exercises its rights of appropriation and the value of the financial collateral appropriated differs from the amount of the Indebtedness, as the case may be, either
  - (i) the Security Agent must account to the relevant Charging Company for the amount by which the value of the appropriated financial collateral exceeds the Indebtedness, or
  - (ii) the Charging Companies will remain liable to the Secured Parties for any amount whereby the value of the appropriated financial collateral is less than the Indebtedness

**10 9 Restrictions on Notices**

- (a) The Security Agent shall not be entitled to give any notice or instruction (as the case may be) referred to in paragraph 2(b) of the notice in the form of schedule 6



unless and until a Declared Default has occurred or any of the circumstances described in clause 3.5 (Conversion of Floating Charge) or clause 3.6 (Automatic Conversion of Floating Charge) have arisen

- (b) The Security Agent shall not be entitled to give any notice or instruction (as the case may be) referred to in paragraph 2 of each notice in the form of part 1 or part 2 of schedule 4 until a Declared Default has occurred

## **11 STATUS, POWERS, REMOVAL AND REMUNERATION OF RECEIVER**

### **11.1 Receiver as Agent**

Each Receiver shall be the agent of the relevant Charging Company which shall be solely responsible for his acts or defaults, and for his remuneration and expenses, and be liable on any agreements or engagements made or entered into by him. The Security Agent will not be responsible for any misconduct, negligence or default of a Receiver

### **11.2 Powers of Receiver**

Each Receiver appointed under this deed shall have all the powers conferred from time to time on receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (each of which is deemed incorporated in this deed), so that the powers set out in schedule 1 to the Insolvency Act 1986 shall extend to every Receiver, whether or not an administrative receiver. In addition, notwithstanding any liquidation of the relevant Charging Company, each Receiver shall have power to

- (a) develop, reconstruct, amalgamate or diversify any part of the business of the relevant Charging Company,
- (b) enter into or cancel any contracts on any terms or conditions,
- (c) incur any liability on any terms, whether secured or unsecured, and whether to rank for payment in priority to this security or not,
- (d) let or lease or concur in letting or leasing, and vary the terms of, determine, surrender leases or tenancies of, or grant options and licences over, or otherwise deal with, all or any of the Charged Property, without being responsible for loss or damage,
- (e) establish subsidiaries to acquire interests in any of the Charged Property and/or arrange for those subsidiaries to trade or cease to trade and acquire any of the Charged Property on any terms and conditions,
- (f) make and effect all repairs, renewals and improvements to any of the Charged Property and maintain, renew, take out or increase insurances,
- (g) exercise all voting and other rights attaching to the Investments and stocks, shares and other securities owned by the relevant Charging Company and comprised in the Charged Property,
- (h) redeem any prior Security on or relating to the Charged Property and settle and pass the accounts of the person entitled to that prior Security, so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the relevant Charging Company and the money so paid shall be deemed to be an expense properly incurred by the Receiver,
- (i) appoint and discharge officers and others for any of the purposes of this deed and/or to guard or protect the Charged Property upon terms as to remuneration or otherwise as he may think fit,

- (j) settle any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the relevant Charging Company or relating to any of the Charged Property,
- (k) implement or continue the development of (and obtain all consents required in connection therewith) and/or complete any buildings or structures on any real property comprised in the Charged Property,
- (l) purchase or acquire any land or any interest in or right over land,
- (m) exercise on behalf of the relevant Charging Company all the powers conferred on a landlord or a tenant by any legislation from time to time in force in any relevant jurisdiction relating to rents or agriculture in respect of any part of any freehold or leasehold interest held by the relevant Charging Company or in which the Charging Company is otherwise interested (including but not limited to the property specified in schedule 2), and
- (n) do all other acts and things (including signing and executing all documents and deeds) as the Receiver considers to be incidental or conducive to any of the matters or powers in this clause 11 2, or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property, and use the name of the relevant Charging Company for all such purposes,

and in each case may use the name of any Charging Company and exercise the relevant power in any manner which he may think fit

#### **11 3 Removal of Receiver**

The Security Agent may by notice remove from time to time any Receiver appointed by it (subject to the provisions of section 45 of the Insolvency Act 1986 in the case of an administrative receivership) and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated, for whatever reason

#### **11 4 Remuneration of Receiver**

The Security Agent may from time to time fix the remuneration of any Receiver appointed by it

#### **11 5 Several Receivers**

If at any time there is more than one Receiver, each Receiver may separately exercise all of the powers conferred by this deed (unless the document appointing such Receiver states otherwise)

### **12 APPLICATION OF MONEYS**

#### **12 1 Order of Application**

All moneys received or recovered by the Security Agent or any Receiver pursuant to this deed shall (subject to the claims of any person having prior rights thereto) be applied in the order and manner specified by the Intercreditor Agreement notwithstanding any purported appropriation by any Charging Company

#### **12 2 Insurance Proceeds**

If a Declared Default has occurred, all moneys received by virtue of any Insurance maintained or effected in respect of the Charged Property shall be paid to the Security Agent (or, if not paid by the insurers directly to the Security Agent, shall be held on trust

for the Security Agent) and shall, at the option of the Security Agent, be applied in replacing or reinstating the assets destroyed, damaged or lost (any deficiency being made good by the relevant Charging Company) or (except in the case of Material Leasehold Property) in reduction of the Indebtedness

**12 3 Section 109 Law of Property Act 1925**

Sections 109(6) and (8) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this deed

**12 4 Application against Indebtedness**

Subject to clause 12 1 (Order of Application), any moneys received or realised by the Security Agent from a Charging Company or a Receiver under this deed may be applied by the Security Agent to any item of account or liability or transaction forming part of the Indebtedness to which they may be applicable in any order or manner which the Security Agent may determine

**12 5 Suspense Account**

- (a) Until the Indebtedness is paid in full, the Security Agent may place and keep (for such time as it shall determine) any money received pursuant to this deed or on account of any Charging Company's liability in respect of the Indebtedness in an interest bearing separate suspense account (to the credit of either the relevant Charging Company or the Security Agent as the Security Agent shall reasonably think fit) and the Receiver may retain the same for the period which he and the Security Agent consider expedient without having any obligation to apply all or any part of that money in or towards discharge of the Indebtedness
- (b) If the security created by this deed is enforced at a time when no amount is due under the Senior Finance Documents but at the time when amounts may or will become due, the Security Agent (or Receiver) may pay the proceeds of recoveries into a suspense account

**13. PROTECTION OF THIRD PARTIES**

**13 1 No Obligation to Enquire**

No purchaser from, or other person dealing with, the Security Agent or any Receiver (or their agents) shall be obliged or concerned to enquire whether

- (a) the right of the Security Agent or any Receiver to exercise any of the powers conferred by this deed has arisen or become exercisable or as to the propriety or validity of the exercise or purported exercise of any such power, or
- (b) any of the Indebtedness remains outstanding or be concerned with notice to the contrary and the title and position of such a purchaser or other person shall not be impeachable by reference to any of those matters

**13 2 Receipt Conclusive**

The receipt of the Security Agent or any Receiver shall be an absolute and a conclusive discharge to a purchaser, and shall relieve him of any obligation to see to the application of any moneys paid to or by the direction of the Security Agent or any Receiver.

**14 PROTECTION OF SECURITY AGENT AND RECEIVER**

**14 1 No Liability**

Neither the Security Agent nor any Receiver shall be liable in respect of any of the Charged Property or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers, unless caused by its or his gross negligence, wilful default or breach of any obligations under the Senior Finance Documents

**14 2 Possession of Charged Property**

Without prejudice to clause 14 1 (No Liability), if the Security Agent or the Receiver enters into possession of the Charged Property, it will not be liable to account as mortgagee in possession and may at any time at its discretion go out of such possession

**14 3 Liability of Charging Companies**

Each Charging Company shall be deemed to be a principal debtor and the sole, original and independent obligor for the Indebtedness and the Charged Property shall be deemed to be a principal security for the Indebtedness. The liability of each Charging Company under this deed and the charges contained in this deed shall not be impaired by any forbearance, neglect, indulgence, extension of time, release, surrender or loss of securities, dealing, variation or arrangement by the Security Agent or any other Secured Party, or by any other act, event or matter whatsoever whereby the liability of the relevant Charging Company (as a surety only) or the charges contained in this deed (as secondary or collateral charges only) would, but for this provision, have been discharged. Clause 21 (Guarantee and Indemnity) of the Senior Facilities Agreement will apply in relation to this deed as if incorporated in this deed, but on the basis that the obligations of each Guarantor arising under those clauses will be deemed to be substituted by the obligations of each Charging Company under this deed

**14 4 Security Agent**

The provisions set out in clause 30 (Role of the Facility Agent, the Mandated Lead Arrangers and Others) of the Senior Facilities Agreement, and clause 19 (The Security Agent) of the Intercreditor Agreement shall govern the rights, duties and obligations of the Security Agent under this deed

**15 COSTS AND EXPENSES**

**15 1 Initial Expenses**

The Parent shall promptly on demand pay to each of the Security Agent and any Receiver the amount of all costs and expenses (including legal fees) reasonably incurred by any of them in connection with.

- (a) the negotiation, preparation, printing, execution, completion and perfection of this deed and any other documents referred to in, or incidental to, this deed, and
- (b) any amendment, waiver or consent relating to this deed (and documents, matters or things referred to in this deed)

**15 2 Enforcement Expenses**

The Parent shall, within three Business Days of demand, pay to each of the Security Agent, any Receiver and each other Secured Party the amount of all costs and expenses (including legal fees) reasonably incurred by it in connection with the enforcement of or the preservation of any rights under (and any documents referred to in) this deed and any

proceedings instituted by or against the Security Agent and any Secured Party as a consequence of taking or holding the Transaction Security or enforcing these rights

**15 3 Stamp Duties, etc**

The Parent shall pay and, within three Business Days of demand, indemnify each Secured Party against any cost, loss or liability that Secured Party incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of this deed

**15 4 Default Interest**

If not paid when due, the amounts payable under this clause 15 shall carry interest compounded with monthly rests at the Default Rate (after as well as before judgment), from the date of demand and shall form part of the Indebtedness

**16 CUMULATIVE POWERS AND AVOIDANCE OF PAYMENTS**

**16 1 Cumulative Powers**

The powers which this deed confers on the Security Agent, the other Secured Parties and any Receiver appointed under this deed are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the relevant person thinks appropriate. The Security Agent, the other Secured Parties or the Receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever. The respective powers of the Security Agent, the other Secured Parties and the Receiver will in no circumstances be suspended, waived or otherwise prejudiced by anything other than an express consent or amendment

**16 2 Amounts Avoided**

If any amount paid by a Charging Company in respect of the Indebtedness is capable of being avoided or set aside on the liquidation or administration of the relevant Charging Company or otherwise, then for the purposes of this deed that amount shall not be considered to have been paid

**16 3 Discharge Conditional**

Any settlement or discharge between a Charging Company and any Secured Party shall be conditional upon no security or payment to that Secured Party by that Charging Company or any other person being avoided, set aside, ordered to be refunded or reduced by virtue of any provision or enactment relating to insolvency and accordingly (but without limiting the other rights of that Secured Party under this deed) that Secured Party shall be entitled to recover from that Charging Company the value which that Secured Party has placed on that security or the amount of any such payment as if that settlement or discharge had not occurred

**17 RULING OFF ACCOUNTS**

If the Security Agent or any other Secured Party receives notice of any subsequent Security or other interest affecting any of the Charged Property (except as permitted by the Senior Facilities Agreement) it may open a new account for the relevant Charging Company in its books. If it does not do so then (unless it gives express notice to the contrary to the Parent), as from the time it receives that notice, all payments made by the relevant Charging Company to it (in the absence of any express appropriation to the contrary) shall be treated as having been credited to a new account of the relevant Charging Company and not as having been applied in reduction of the Indebtedness

18 **DELEGATION**

The Security Agent may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by it under this deed to any person or persons upon such terms and conditions (including the power to sub-delegate) as it may think fit. The Security Agent will not be liable or responsible to any Charging Company or any other person for any losses arising from any act, default, omission or misconduct on the part of any delegate.

19 **REDEMPTION OF PRIOR CHARGES**

The Security Agent may, at any time after a Declared Default has occurred, redeem any prior Security on or relating to any of the Charged Property or procure the transfer of that Security to itself, and may settle and pass the accounts of any person entitled to that prior Security. Any account so settled and passed shall (subject to any manifest error) be conclusive and binding on each Charging Company. Each Charging Company will on demand pay to the Security Agent all principal monies and interest and all losses incidental to any such redemption or transfer.

20 **SET-OFF**

20.1 **Set-off Rights**

Following an Event of Default, any Secured Party may set off any matured obligation due from an Obligor under the Senior Finance Documents (to the extent beneficially owned by that Secured Party) against any matured obligation owed by that Secured Party to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

20.2 **Different Currencies**

A Secured Party may exercise its rights under clause 20.1 (Set-Off Rights) notwithstanding that the amounts concerned may be expressed in different currencies and each Secured Party is authorised to effect any necessary conversions at a market rate of exchange selected by it.

20.3 **Unliquidated Claims**

If the relevant obligation or liability is unliquidated or unascertained, the Secured Party may set-off the amount which it estimates (in good faith) will be the final amount of that obligation or liability once it becomes liquidated or ascertained. If such an estimation is inaccurate the relevant Secured Party shall account to the relevant Charging Company for the amount of the difference of that inaccuracy.

21 **NOTICES**

21.1 **Communications in writing**

Any communication made under or in connection with this deed shall be made in writing and, unless otherwise stated, may be made by fax or letter.

21.2 **Addresses**

The address and fax number of each party to this deed for any communication or document to be made or delivered under or in connection with this deed is

- (a) as shown immediately after its name on the execution pages of this deed (in the case of any person who is a party as at the date of this deed),
  - (b) in the case of any person who becomes a party after the date of this deed, notified in writing to the Security Agent on or prior to the date on which it becomes a party,
- or any substitute address or fax number as the party may notify to the Security Agent (or the Security Agent may notify to the parties, if a change is made by the Security Agent) by not less than five Business Days' notice

### **21 3 Delivery**

- (a) Any communication or document made or delivered by one person to another under or in connection with this deed will only be effective
  - (i) if by way of fax, when received in legible form, or
  - (ii) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under clause 21 2 (Addresses), if addressed to that department or officer
- (b) Any communication or document to be made or delivered to the Security Agent will be effective only when actually received by the Security Agent and then only if it is expressly marked for the attention of the department or officer identified with the Security Agent's signature below (or any substitute department or officer as the Security Agent shall specify for this purpose)

## **22 CHANGES TO PARTIES**

### **22 1 Assignment by the Security Agent**

The Security Agent may at any time assign or otherwise transfer all or any part of its rights under this deed in accordance with the Senior Finance Documents

### **22 2 Changes to Parties**

Each Charging Company authorises and agrees to changes to parties under clause 27 (Changes to the Lenders) and clause 29 (Changes to the Obligors) of the Senior Facilities Agreement, and clause 20 (Changes to Parties) of the Intercreditor Agreement and authorises the Security Agent to execute on its behalf any document required to effect the necessary transfer of rights or obligations contemplated by those provisions

### **22.3 New Subsidiaries**

The Parent will procure that any new Subsidiary of it which is required to do so by the terms of the Senior Facilities Agreement executes a Security Accession Deed (subject to such amendments as may be required to accord with the Agreed Security Principles)

### **22 4 Consent of Charging Companies**

Each Charging Company consents to new Subsidiaries becoming Charging Companies as contemplated by clause 22 3 (New Subsidiaries) and Irrevocably appoints the Parent as its agent for the purpose of executing any Security Accession Deed on its behalf

**23 CURRENCY CLAUSES**

**23 1 Conversion**

All monies received or held by the Security Agent or any Receiver under this deed may be converted into any other currency in which the relevant Indebtedness is due at the Security Agent's spot rate of exchange then prevailing for purchasing that other currency with the existing currency.

**23 2 No Discharge**

No payment to the Security Agent (whether under any judgement or court order or otherwise) shall discharge the obligation or liability of the relevant Obligor in respect of which it was made unless and until the Security Agent has received payment in full in the currency in which the obligation or liability is payable or, if the currency of payment is not specified, was incurred. To the extent that the amount of any such payment shall on actual conversion into that currency fall short of that obligation or liability expressed in that currency, the Security Agent shall have a further separate cause of action against the relevant Charging Company and shall be entitled to enforce the security constituted by this deed to recover the amount of the shortfall.

**24 MISCELLANEOUS**

**24 1 Small Company Moratorium**

Notwithstanding any other provision of this deed, the obtaining of a moratorium under section 1A of the Insolvency Act 1986, or anything done with a view to obtaining such a moratorium (including any preliminary decision or investigation), shall not be an event causing any floating charge created by this deed to crystallise or causing restrictions which would not otherwise apply to be imposed on the disposal of property by any Charging Company or a ground for the appointment of a Receiver.

**24 2 Certificates Conclusive**

A certificate or determination of the Security Agent as to any amount payable under this deed will be conclusive and binding on each Charging Company, except in the case of manifest error.

**24 3 Invalidity of any Provision**

If any provision of this deed is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

**24 4 Counterparts**

This 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 deed.

**24 5 Failure to Execute**

Failure by one or more parties ("**Non-Signatories**") to execute this deed on the date hereof will not invalidate the provisions of this deed as between the other parties who do execute this deed. Such Non-Signatories may execute this deed on a subsequent date and will thereupon become bound by its provisions.



**24 6 Third Party Rights**

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this deed and no rights or benefits expressly or impliedly conferred by this deed shall be enforceable under that Act against the parties to this deed by any other person

**24 7 Covenant To Release**

Once all the Indebtedness has been paid in full and none of the Security Agent nor any Secured Party has any actual or contingent liability to advance further monies to, or incur liability on behalf of, any Charging Company, the Security Agent and each Secured Party shall, at the request and cost of the relevant Charging Company, take any action which may be necessary to release the Charged Property from the security constituted by this deed

**25 GOVERNING LAW AND JURISDICTION**

- (a) This deed and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed or its formation (including any non-contractual disputes or claims) shall be governed by and construed in accordance with English law
- (b) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed) (a "**Dispute**")
- (c) For the benefit of the Secured Parties only, the parties to this deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary

**IN WITNESS** whereof this deed has been duly executed and delivered on the above date first above written

**SCHEDULE 1**  
**Charging Companies**

Name	Registered Number
LGC Science Holdings Limited	07115745
LGC Science Investments Limited	07068771
LGC Group Holdings Limited	04812200
LGC Investments Limited	04841827
LGC (Holdings) Limited ✓	03141667
LGC Limited	02991879
HFL Sport Science Limited	06048637
LGC Genomics Limited	07686158
KBiosciences Limited	04463772
LGC Whirlwind Limited	07686161

## SCHEDULE 2

### Details of Properties

#### Registered Land

CHARGING COMPANY	PROPERTY	ADDRESS AND DESCRIPTION	TITLE NUMBER
1 LGC Investments Limited	Teddington LGC	Freehold The Laboratory of the Government Chemist, Queens Road, Teddington, Middlesex TW11 0LY	TGL147333
2 LGC Investments Limited	Teddington LGC, Building 39	Freehold Building 39, National Physical Laboratory, Queens Road, Teddington, Middlesex TW11 0LY	TGL227153
3 LGC Investments Limited	Teddington LGC, site of part of former Building 95	Freehold Site of part of former Building 95, National Physical Laboratory, Queens Road, Teddington, Middlesex TW11 0LY	TGL337150
4 LGC Limited	Teddington	Material Leasehold Property (intra group lease from LGC Investments Limited) The Laboratory of the Government Chemist, Queens Road, Teddington, Middlesex TW11 0LY	TGL272792
5 LGC Limited	Bury	Material Leasehold Property Building A, The Green, Chamberhall Business	MAN173221

CHARGING COMPANY	PROPERTY	ADDRESS AND DESCRIPTION	TITLE NUMBER
		Park, Chamberhall Green, Bury, BL9 0AP	
6	LGC Limited	Twickenham	
		Material Leasehold Property	TGL338856
		Grange House, 15/16 Church Street, Twickenham, Middlesex, TW1 3NL	
7	LGC Limited	Block D, QBL Buildings	
		Material Leasehold Property	CB345768
		Newmarket Road, Fordham, Ely, Cambridgeshire, CB7 5WW	

#### Unregistered Land

None as at the date of this deed

# **SCHEDULE 3**

## **Subsidiary Shares**

Charging Company	Subsidiary	Number and Class of Shares	Details of nominees (if any) holding legal title to shares
LGC Science Holdings Limited	LGC Science Investments Limited	162,444,205 Ordinary Shares of £1 each	
LGC Science Investments Limited	LGC Group Holdings Limited	1,289,857 Ordinary Shares of £0.50 each	
LGC Group Holdings Limited	LGC Investments Limited	13,118,186 Ordinary Shares of £1 each	
	LGC Science Limited	1 Ordinary Share of £1 each	
LGC Investments Limited	LGC (Holdings) Limited	352,190 Ordinary Shares of £1 each	
	LGC Forensics Limited	416,667 Ordinary Shares of £1 each	
LGC (Holdings) Limited	LGC Limited	11,542,002 Ordinary Shares of £1 each	
	LGC Whirlwind Limited	760 Ordinary "A" Shares of £0.01 each	
		239 Ordinary "C" Shares of £0.01 each	
	Promochem Limited	4,800 Ordinary Shares of £1 each	

	University Diagnostics Limited	13,084,999 £0.01 each	Ordinary Shares of £1 each	
	LGC (Teddington) Limited	1	Ordinary Share of £1 each	
	LGC (North West) Limited	614,495 each	Ordinary Shares of £1 each	
LGC Limited	Cardiff Bioanalytical Services Limited	100	Ordinary Shares of £1 each	
	Quality Management Holdings Limited	60,507 each	Ordinary Shares of £1 each	
	Focus Forensic Telecommunications Limited	20,003	Ordinary Shares of £1 each	
	HFL Sport Science Limited	1	Ordinary Shares of £1 each	
	Quotient BioResearch Limited	3,000,450 A each and 23,297,865 B Shares of £1 each	Ordinary Shares of £1 each and Ordinary Shares of £1 each	
	LGC Bio Senate Limited	1	Ordinary Share of £1 each	
LGC Whirlwind Limited	KBiosciences Limited	200	Shares of £1 each	
KBiosciences Limited	LGC Genomics Limited	48,500,000 each	Ordinary Shares of £1 each	

## SCHEDULE 4

### Part 1

#### Forms of notice to counterparties (other than insurers) of Assigned Agreements/Hedging Agreements

To **[insert name and address of counterparty]**

Dated ●

Dear Sirs

**Re: [here identify the relevant Assigned Agreement/Hedging Agreement] (the "Agreement")**

---

In this notice

We notify you that **[insert name of Charging Company]** (the "**Charging Company**") has [charged in favour of]/[assigned to] HSBC Corporate Trustee Company (UK) Limited as Security Agent (the "**Security Agent**") for the benefit of itself and certain other banks and financial institutions (the "**Secured Parties**") all its right, title and interest in the Agreement as security for certain obligations owed by the Charging Company and others to the Secured Parties

We further notify you that

- 1 **[Not applicable in relation to the Hedging Agreements]** the Charging Company may not agree to make material amendments or terminate the Agreement without the prior written consent of the Security Agent,]
- 2 you may continue to deal with the Charging Company in relation to the Agreement until you receive further written notice from the Security Agent that it has accelerated the loan. Thereafter the Charging Company will cease to have any right to deal with you in relation to the Agreement and therefore from that time you should deal only with the Security Agent,
- 3 after receiving a written notice in accordance with paragraph 2 above, you are authorised to disclose information in relation to the Agreement to the Security Agent on request,
- 4 after receipt of written notice in accordance with paragraph 2 above, you must pay all monies to which the Charging Company is entitled under the Agreement direct to the Security Agent (and not to the Charging Company) unless the Security Agent otherwise agrees in writing, and
- 5 the provisions of this notice may only be revoked with the written consent of the Security Agent

Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Charging Company) by way of confirmation that

- (a) you agree to the terms set out in this notice and to act in accordance with its provisions,

- (b) you have not received notice that the Charging Company has charged or assigned its rights under the Agreement to a third party or created any other interest (whether by way of security or otherwise) in the Agreement in favour of a third party, and
- (c) you have not claimed or exercised, nor do you have any outstanding right to claim or exercise against the Charging Company any right of set-off, counter-claim or other right relating to the Agreement

The provisions of this notice and any non-contractual obligations arising out of or in respect of it are governed by English law

Yours faithfully

for and on behalf of  
[*insert name of Charging Company*]

[*On acknowledgement copy*]

To [*insert name and address of Security Agent*]

Copy to [*insert name and address of Charging Company*]

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (c) above

for and on behalf of  
[*insert name of Counterparty*]

Dated ●



## Part 2

### Form of notice to insurers

To **[insert name and address of insurance company]**

Dated ●

Dear Sirs

**Re: [here identify the relevant insurance policy(ies)] (the "Policies")**

---

In this notice

We notify you that **[insert name of Charging Company]** (the "**Charging Company**") has assigned to HSBC Corporate Trustee Company (UK) Limited (the "**Security Agent**") for the benefit of itself and certain other banks and financial institutions (the "**Secured Parties**") all its right, title and interest in the Policies as security for certain obligations owed by the Charging Company and others to the Secured Parties

We further notify you that

- 1 following the Security Agent using any of its rights of acceleration, the Charging Company may not agree to amend or terminate the Policies without the prior written consent of the Security Agent,
- 2 you may continue to deal with the Charging Company in relation to the Policies until you receive written notice from the Security Agent that it has accelerated the loan. Thereafter the Charging Company will cease to have any right to deal with you in relation to the Policies and therefore from that time you should deal only with the Security Agent,
- 3 after receiving a written notice in accordance with paragraph 2 above, you are authorised to disclose information in relation to the Policies to the Security Agent on request, and
- 4 the provisions of this notice may only be revoked with the written consent of the Security Agent

Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Charging Company) by way of confirmation that

- (a) you agree to act in accordance with the provisions of this notice,
- (b) after receipt of written notice in accordance with paragraph 2 above, you will pay all monies to which the Charging Company is entitled under the Policies direct if they exceed £100,000 to the Security Agent (and not to the Charging Company) unless the Security Agent otherwise agrees in writing,
- (c) you will not cancel or otherwise allow the Policies to lapse without giving the Security Agent not less than 14 days written notice,
- (d) you have not received notice that the Charging Company has assigned or charged its rights under the Policies to a third party or created any other interest (whether by way of security or otherwise) in the Policies in favour of a third party; and
- (e) you have not claimed or exercised nor do you have any outstanding right to claim or exercise against the Charging Company, any right of set-off, counter-claim or other right relating to the Policies

The provisions of this notice and any non-contractual obligations arising out of or in respect of it are governed by English law

Yours faithfully

for and on behalf of  
***[insert name of Charging Company]***

***[On acknowledgement copy]***

To ***[insert name and address of Security Agent]***

Copy to ***[insert name and address of Charging Company]***

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (f) above.

for and on behalf of  
***[insert name of insurance company]***

Dated ●

## SCHEDULE 5

### Details of Accounts

#### Cash Collateral Accounts (Blocked)

Charging Company	Account Bank	Sort Code	Account Number
LGC Limited	HSBC Bank plc		
LGC Limited	HSBC Bank plc		

#### Part 2

#### Collection Accounts and/or Nominated Accounts (Not blocked)

Charging Company	Account Bank	Sort Code	Account Number
LGC Limited	Royal Bank of Scotland plc		

#### Part 3

#### Cash Management Accounts (Not blocked)

Charging Company	Account Bank	Sort Code	Account Number
LGC Science Investments Limited	HSBC Bank plc		
LGC Group Holdings Limited	HSBC Bank plc		
LGC (Holdings) Limited	HSBC Bank plc		
LGC Limited	HSBC Bank plc		
LGC Limited	HSBC Bank plc		
LGC Limited	HSBC Bank plc		
LGC Limited	HSBC Bank plc		
LGC Limited	HSBC Bank plc		
LGC Limited	HSBC Bank plc		
LGC Limited	HSBC Bank plc		
LGC Genomics Limited	HSBC Bank plc		
LGC Genomics Limited	HSBC Bank plc		
LGC Genomics Limited	HSBC Bank plc		

## SCHEDULE 6

### Form of notice to banks operating Collection Accounts and/or Nominated Accounts and/or Cash Collateral Accounts

To [insert name and address of Account Bank] (the "Account Bank")

Dated ●

Dear Sirs

Re: The ● Group of Companies - Security over Bank Accounts

---

In this notice

We notify you that [insert name of Charging Company] (the "Charging Company") and certain other companies identified in the schedule to this notice (together the "Customers") has charged to HSBC Corporate Trustee Company (UK) Limited (the "Security Agent") for the benefit of itself and certain other banks and financial institutions all their right, title and interest in and to the monies from time to time standing to the credit of the accounts identified in the schedule to this notice and to any other accounts from time to time maintained with you by the Customers (the "Charged Accounts") and to all interest (if any) accruing on the Charged Accounts

1 [Following the Security Agent using any of its rights of acceleration] We irrevocably authorise and instruct you

- (a) to hold all monies from time to time standing to the credit of the Charged Accounts [designated as "Blocked"] to the order of the Security Agent and to pay all or any part of those monies to the Security Agent (or as it may direct) promptly following receipt of written instructions from the Security Agent to that effect, and
- (b) to disclose to the Security Agent any information relating to the Customers and the Charged Accounts which the Security Agent may from time to time request you to provide

2. We also advise you that

- (a) [the Customers may not withdraw any monies from the Charged Accounts designated as "Blocked" in the schedule below without first having obtained the prior written consent of the Security Agent,]
- (b) by counter-signing this notice the Security Agent confirms that the Customers may make withdrawals from the Charged Accounts [designated as "Not blocked" in the schedule below] until such time as the Security Agent shall notify you (with a copy to the Charging Company) in writing that they have accelerated the loan and that their permission is withdrawn
- (c) the provisions of this Notice may only be revoked or varied with the prior written consent of the Security Agent

3 Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Charging Company) by way of your confirmation that

- (a) you agree to act in accordance with the provisions of this notice,

- (b) you have not received notice that any Customer has assigned its rights to the monies standing to the credit of the Charged Accounts or otherwise granted any security or other interest over those monies in favour of any third party,
- (c) you will not exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Charged Accounts, except for the netting of credit and debit balances pursuant to current account netting arrangements previously approved in writing by the Security Agent, and
- (d) you have not claimed or exercised, nor do you have outstanding any right to claim or exercise against the Charging Company, any right of set-off, counter-claim or other right relating to the Charged Accounts

The provisions of this notice and any non-contractual obligations arising out of or in respect of it are governed by English law

#### **Schedule**

<b>Customer</b>	<b>Account Number</b>	<b>Sort Code</b>	<b>Status</b>
●	●	●	[Blocked][Not blocked]

Yours faithfully,

for and on behalf of  
[***Insert name of Charging Company***]  
as agent for and on behalf of  
all of the Customers

Counter-signed by

for and on behalf of  
[***Insert name of Security Agent***]

[***On acknowledgement copy***]

To [b*Insert name and address of Security Agent*]

Copy to [b*Insert name of Charging Company*] (on behalf of all the Customers)

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (d) above

for and on behalf of  
[***Insert name of Account Bank***]

Dated ●

## SCHEDULE 7

### Form of notice to banks operating Cash Management Accounts

To **[insert name and address of Cash Management Account Bank]** (the "Cash Management Account Bank")

Dated. ●

Dear Sirs

**Re: The ● Group of Companies - Security over Bank Accounts**

---

In this notice.

We notify you that **[insert name of Charging Company]** (the "Charging Company") and certain other companies identified in the schedule to this notice (together the "Customers") has charged to HSBC Corporate Trustee Company (UK) Limited (the "Security Agent") for the benefit of itself and certain other banks and financial institutions all their right, title and interest in and to the Net Balance of the Cash Management Accounts identified in the schedule to this notice (the "Charged Accounts")

- 1 Following the Security Agent using any of its rights of acceleration
  - (a) all rights, powers and discretions of the Customer in relation to any Charged Account shall be exercisable by the Security Agent,
  - (b) no moneys may be released from any Charged Account without the prior written consent of the Security Agent, except for any monies released pursuant to the exercise by you of any of your rights in respect of any of the Charged Accounts including, for the avoidance of doubt, your right to set-off, make demands and enforce pursuant to the Cash Management Arrangements,
  - (c) we irrevocably authorise and instruct you to disclose to the Security Agent any information relating to the Customers and the Charged Accounts which the Security Agent may from time to time request you to provide
- 2 We also advise you that
  - (a) no Charged Account has been or will be designated a Cash Collateral Account,
  - (b) by counter-signing this notice the Security Agent confirms that the Customers may make withdrawals from the Charged Accounts until such time as the Security Agent shall notify you (with a copy to the Charging Company) in writing that they have accelerated the loan and that their permission is withdrawn, and
  - (c) the provisions of this Notice may only be revoked or varied with the prior written consent of the Security Agent
- 3 Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Charging Company) by way of your confirmation that
  - (a) you agree to act in accordance with the provisions of this notice, and

- (b) you have not received notice that any Customer has assigned its rights to the Net Balance in favour of any third party

The provisions of this notice and any non-contractual obligations arising out of or in respect of it are governed by English law

**Schedule**

<b>Customer</b>	<b>Account Number</b>	<b>Sort Code</b>
●	●	●



Yours faithfully,

for and on behalf of  
**[Insert name of Charging Company]**  
as agent for and on behalf of  
all of the Customers

Counter-signed by

for and on behalf of  
**[Insert name of Security Agent]**

**[On acknowledgement copy]**

To **[Insert name and address of Security Agent]**

Copy to **[Insert name of Charging Company]** (on behalf of all the Customers)

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (b) above

.....  
for and on behalf of  
**[Insert name of Cash Management Account Bank]**

Dated ●

## SCHEDULE 8

### Intra-Group Loans

No.	Document
1.	Loan made by LGC (Holdings) Limited to LGC Whirlwind Limited pursuant to an agreement dated 24 March 2014 (£26,873,000 outstanding as at the Date of this Deed)
2	Loan made by Teddington 2 Limited to LGC Limited pursuant to an agreement dated 24 March 2014 (£63,360,000 outstanding as at the Date of this Deed)
3	Loan made by LGC Science Holdings Limited to LGC Science Investments Limited pursuant to an agreement dated 24 March 2014 (£59,053,000 outstanding as at the Date of this Deed)
4	Loan made by LGC Science Investments Limited to LGC (Holdings) Limited pursuant to an agreement dated 24 March 2014 (£54,841,000 outstanding as at the Date of this Deed)
5	Loan made by LGC Science Investments Limited to LGC Investments Limited pursuant to an agreement dated 24 March 2014 (£147,540,000 outstanding as at the Date of this Deed)
6	Inter-company loan agreement dated 23 December 2013 between (i) Teddington 2 Limited, (ii) LGC Science Holdings Limited, and (iii) LGC Science Investments Limited in an amount equal to €75,000,000
7	Inter-company loan agreement dated 23 December 2013 by LGC Science Investments Limited to LGC (Holdings) Limited in an amount equal to €75,000,000
8	Inter-company loan agreement dated 23 December 2013 by LGC (Holdings) Limited to Blitz 13-468 GmbH in an amount equal to €41,250,000
9	Inter-company loan agreement dated 23 December 2013 by LGC (Holdings) Limited to LGC Beteiligungs GmbH in an amount equal €33,750,000

## **SCHEDULE 9**

### **Form of Security Accession Deed**

**[THIS INSTRUMENT MUST BE REGISTERED AT THE COMPANIES REGISTRY  
CONSIDER OTHER NECESSARY FILINGS]**

**THIS SECURITY ACCESSION DEED** is made on ●

#### **BETWEEN:**

- (1) ● Limited (a company incorporated in [England and Wales] with registered number ● (the "**New Charging Company**")),
- (2) **LGC SCIENCE HOLDINGS LIMITED** (a company incorporated in England and Wales with registered number 07115745) (the "**Parent**") for itself and as agent for and on behalf of each of the existing Charging Companies, and
- (3) **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED** (a company incorporated in England and Wales with registered number 06447555) as security trustee for itself and the other Secured Parties (the "**Security Agent**", which expression shall include any person from time to time appointed as a successor, replacement or additional trustee in relation to the interests created by this deed)

#### **RECITAL:**

This deed is supplemental to a debenture dated ● between, inter alia, the Parent, the Charging Companies named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the "**Debenture**")

**NOW THIS DEED WITNESSES** as follows

#### **1 INTERPRETATION**

##### **1 1 Definitions**

Terms defined in the Debenture have the same meaning when used in this deed

##### **1 2 Construction**

Clause 1 2 (Construction) and clause 1 3 (Other References) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the Debenture were references to this deed.

#### **2 ACCESSION OF NEW CHARGING COMPANY**

##### **2 1 Accession**

The New Charging Company agrees to be a Charging Company for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Charging Company

##### **2 2 Covenant to pay**

The New Charging Company as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will pay on demand the Indebtedness when it falls due for payment

## **2.3 Fixed charges**

The New Charging Company, as continuing security for the payment of the Indebtedness, charges in favour of the Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest and, in each case, all Related Rights

- (a) by way of first legal mortgage all freehold property and the Material Leasehold Property (including the freehold property and the Material Leasehold Property specified in schedule 1), together with all buildings and fixtures (including trade fixtures) on that property,
- (b) by way of first fixed charge
  - (i) all other interests (not effectively charged under clause 2.3(a)) in any freehold or Material Leasehold Property, the buildings and fixtures (including trade fixtures) on that property, all proceeds of sale derived therefrom and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land,
  - (ii) all the Subsidiary Shares and Investments and all corresponding Distribution Rights,
  - (iii) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto,
  - (iv) all Book Debts and all rights and claims against third parties and against any security in respect of those Book Debts,
  - (v) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of such debts and claims,
  - (vi) all monies standing to the credit of its accounts (including the Cash Collateral Accounts, the Nominated Accounts and the Collection Accounts but excluding the Cash Management Accounts) with any bank, financial institution or other person and all rights related to those accounts (excluding the rights related to the Cash Management Accounts until after the exercise by the Cash Management Account Bank of its rights set out in, or the operations of all applicable laws referred to in, paragraphs (i) and (ii) of the definition of Net Balance) and the Net Balance,
  - (vii) all its Intellectual Property,
  - (viii) all rights and interest in the Hedging Agreements,
  - (ix) the benefit of all consents and agreements held by it in connection with the use of any of its assets,
  - (x) its goodwill and uncalled capital, and
  - (xi) if not effectively assigned by clause 2.5 (Security Assignment), all its rights and interests in (and claims under) the Assigned Agreements.

## **2.4 Floating charge**

As further continuing security for the payment of the Indebtedness, the New Charging Company charges with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its assets, both

present and future, not effectively charged by way of first fixed charge under clause 2 3 (Fixed Charges) or assigned under clause 2 5 (Security Assignment) and, in each case, all Related Rights

**2 5 Security Assignment**

As further continuing security for the payment of the Indebtedness, the New Charging Company assigns absolutely with full title guarantee to the Security Agent all its rights, title and interest in the Assigned Agreements and all Related Rights [identified in schedule 3], provided that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the New Charging Company re-assign the relevant rights, title and interest in the Assigned Agreements to the New Charging Company (or as it shall direct)

**3 CONSTRUCTION OF DEBENTURE**

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" will be deemed to include this deed

**4 CONSENT OF EXISTING CHARGING COMPANIES**

The existing Charging Companies agree to the terms of this deed and agree that its execution will in no way prejudice or affect the security granted by each of them under (and covenants given by each of them in) the Debenture

**5 NOTICES**

The New Charging Company confirms that its address details for notices in relation to clause 21 1 (Communications in Writing) of the Debenture are as follows.

Address        ●  
Facsimile      ●  
Attention      ●

**6 LAW**

This deed (and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed) shall be governed by, and construed in accordance with, English law

**IN WITNESS** whereof this deed has been duly executed on the date first above written

**SCHEDULE 1**

**Details of Freehold and Material Leasehold Property**

**SCHEDULE 2**

**Details of Subsidiary Shares**

**SCHEDULE 3**

**Assigned Agreements**

**SCHEDULE 4**

**Details of Accounts**

**SIGNATORIES TO DEED OF ACCESSION**

**The New Charging Company**

Executed as a deed by )  
 )  
 [●] )  
 )  
 acting by )  
 )  
 in the presence of )  
 )

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

**The Parent**

Executed as a deed by )  
 )  
 **LGC SCIENCE HOLDINGS LIMITED** )  
 )  
 acting by )  
 )  
 in the presence of )  
 )

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

**Security Agent**

Signed by )  
**HSBC CORPORATE TRUSTEE COMPANY (UK)** )  
**LIMITED** )  
 )  
acting by )  
 )  
In the presence of )

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness



**SIGNATORIES TO DEBENTURE**

**The Parent**

Executed as a deed by )  
 )  
**LGC SCIENCE HOLDINGS LIMITED** )  
 )  
acting by )  
 )  
in the presence of )  
 )

Signature of director

Signature of witness

Name of witness

JONATHAN YEUNG

Address of witness

Occupation of witness

T

**Notice Details**

Address Queen's Road, Teddington, Middlesex, TW11 0LY, UK  
Fax No +44 (0)20 8943 2767  
Attention. General counsel

**Charging Companies**

Executed as a deed by )  
)  
**LGC SCIENCE HOLDINGS LIMITED** )  
)  
acting by )  
)  
in the presence of )

Signature of director

Signature of witness

Name of witness

JONATHAN YOUNG

Address of witness

Occupation of witness

**Notice Details**

Address Queen's Road, Teddington, Middlesex, TW11 0LY, UK  
Fax No +44 (0)20 8943 2767  
Attention General counsel

Executed as a deed by )  
)  
**LGC SCIENCE INVESTMENTS LIMITED** )  
)  
acting by )  
)  
in the presence of )

Signature of director

Signature of witness

Name of witness

JONATHAN YOUNG

Address of witness

Occupation of witness

**Notice Details**

Address Queen's Road, Teddington, Middlesex, TW11 0LY, UK  
Fax No +44 (0)20 8943 2767  
Attention General counsel

Executed as a deed by )  
)  
**LGC GROUP HOLDINGS LIMITED** )  
)  
acting by )  
)  
in the presence of )

Signature of director

Signature of witness

Name of witness JONATHAN YOUNG

Address of witness

Occupation of witness

**Notice Details**

Address Queen's Road, Teddington, Middlesex, TW11 0LY, UK  
Fax No +44 (0)20 8943 2767  
Attention General counsel

Executed as a deed by )  
)  
**LGC INVESTMENTS LIMITED** )  
)  
acting by )  
)  
in the presence of )

Signature of director

Signature of witness

Name of witness JONATHAN YOUNG

Address of witness

Occupation of witness

**Notice Details**

Address Queen's Road, Teddington, Middlesex, TW11 0LY, UK  
Fax No +44 (0)20 8943 2767  
Attention General counsel

Executed as a deed by )  
)  
**LGC (HOLDINGS) LIMITED** )  
)  
acting by )  
)  
in the presence of )

Signature of director

Signature of witness

Name of witness

*JONATHAN YEVNG*

Address of witness

Occupation of witness

**Notice Details**

Address Queen's Road, Teddington, Middlesex, TW11 0LY, UK  
Fax No +44 (0)20 8943 2767  
Attention General counsel

Executed as a deed by )  
)  
**LGC LIMITED** )  
)  
acting by )  
)  
in the presence of )

Signature of director

Signature of witness

Name of witness

*JONATHAN YEVNG*

Address of witness

Occupation of witness

**Notice Details**

Address Queen's Road, Teddington, Middlesex, TW11 0LY, UK  
Fax No +44 (0)20 8943 2767  
Attention General counsel

Executed as a deed by )  
)  
**HFL SPORT SCIENCE LIMITED** )  
)  
acting by )  
)  
in the presence of )

Signature of director

Signature of witness

Name of witness

JONATHAN YOUNG

Address of witness

Occupation of witness

**Notice Details**

Address Queen's Road, Teddington, Middlesex, TW11 0LY, UK  
Fax No +44 (0)20 8943 2767  
Attention General counsel

Executed as a deed by )  
)  
**LGC WHIRLWIND LIMITED** )  
)  
acting by )  
)  
in the presence of )

Signature of director

Signature of witness

Name of witness

JONATHAN YOUNG

Address of witness

Occupation of witness

**Notice Details**

Address Queen's Road, Teddington, Middlesex, TW11 0LY, UK  
Fax No +44 (0)20 8943 2767  
Attention General counsel

Executed as a deed by )  
 )  
**KBIOSCIENCES LIMITED** )  
 )  
acting by )  
 )  
in the presence of )  
 )

Signature of director

Signature of witness

Name of witness

JONATHAN YOUNG

Address of witness

Occupation of witness

**Notice Details**

Address Queen's Road, Teddington, Middlesex, TW11 0LY, UK  
Fax No . +44 (0)20 8943 2767  
Attention General counsel

Executed as a deed by )  
 )  
**LGC GENOMICS LIMITED** )  
 )  
acting by )  
 )  
in the presence of )  
 )

Signature of director

Signature of witness

Name of witness

JONATHAN YOUNG

Address of witness

Occupation of witness

**Notice Details**

Address Queen's Road, Teddington, Middlesex, TW11 0LY, UK  
Fax No +44 (0)20 8943 2767  
Attention General counsel

**Security Agent**

Signed by )  
**HSBC CORPORATE TRUSTEE COMPANY (UK)** )  
**LIMITED** )  
acting by )  
in the presence of )

Signature of director  
*Jonathan Parker*  
Signature of witness

Name of witness

Address of witness

Occupation of witness

Jonathan Parker  
Authorised Signator

**HSBC Bank Plc**  
**8 Canada Square**  
**London**  
**E14 5HQ**

**Notice Details**

Address 8 Canada Square, Canary Wharf, London, E14 5HQ, United Kingdom  
Fax No : +44 (0) 207 991 4350  
Attention CTLA Trustee Administration