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COMPANIES FORM No 395

## Particulars of a mortgage or charge

114398/13  
**395**

CHFP000

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

Pursuant to section 395 of the Companies Act 1985

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

Name of Company

\* GeneMedix plc (the "Company")

Date of creation of the charge

28 July 2006

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

Fixed and Floating Security Document (the "**Debenture**") dated 28 July 2006 between the Company and Reliance Life Sciences Private Limited (the "**Lender**", which expression includes its successors in title, permitted assigns and permitted transferees)

Amount secured by the mortgage or charge

**(PLEASE SEE ATTACHED CONTINUATION SHEET)**

Name and address of the mortgagees or persons entitled to the charge

Reliance Life Sciences Private Limited

with its registered offices at Chirakoot, Second Floor, Ganpatrao Kadam Marg, Worli,

Mumbai, India

Postcode

400 013

Presenter's name address and  
reference (if any): Kunal Thakore

Linklaters

One Silk Street

London EC2Y 8HQ

Tel: 020 7456 2000

Ref: 020 7456 5875

Time critical reference

For official Use  
Mortgage Section

Post room



Please do not write  
in this margin

Please complete  
legibly, preferably  
in black type or  
bold block lettering

\*insert full name of  
company

**(PLEASE SEE ATTACHED CONTINUATION SHEET)**

Please do not write  
in this margin

Please complete  
legibly, preferably  
in black type or  
bold block lettering

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Date 4 August 2006

On behalf of mortgagee/chargee†

A fee of £13 is  
payable to  
Companies House  
in respect of each  
register entry for a  
mortgage or  
charge.  
(See Note 5)

**Note**

† Delete as appropriate

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

Companies House, Crown Way, Cardiff CF4 3UZ

Name of Company

GeneMedix plc

Company Number

03467317

**Amount secured by the mortgage or charge**

The "Liabilities", which are defined in the Debenture as meaning all present and future moneys, debts and liabilities due, owing or incurred by the Company to the Lender or its nominees under or in connection with any Finance Document.

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**Short particulars of all the property mortgaged or charged****1 Fixed Charges**

The Company and the Lender agreed to, as soon as practicable after the date of the Debenture, enter into the Irish Debenture for the purpose of creating a first legal mortgage on the Tullamore Facility as Security for the payment and discharge of all liabilities.

**2 Floating Charge**

- 2.1 Creation:** The Company, with full title guarantee and as security for the payment of all Liabilities, charged in favour of the Lender by way of first floating charge, its undertaking and all its assets both present and future (including assets expressed to be charged by the Security described in paragraph 1 (*Fixed Charges*) above).

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Note (1): The Security Document provides that:

- 1 Security:** The Company shall not (and shall not agree to) create or have outstanding any Security over the Charged Assets except as permitted by Clause 12.1 (*Negative Pledge*) of the Agreement.
- 2 Disposal:** The Company shall not (and shall not agree to) sell, factor, discount, transfer, assign, lease or hire out, lend or otherwise dispose of the Charged Assets except as permitted by Clause 12.2 (*Disposals*) of the Agreement.
- 3 Conversion by Notice:** The Lender may convert the floating Charge into a fixed Charge (either generally or specifically) by notice to the Company specifying the relevant Charged Assets:
  - 3.1** if it considers it desirable to do so in order to protect or preserve the Charges over those Charged Assets and/or the priority of those Charges; and/or
  - 3.2** at any time after an Enforcement Event occurs.
- 4 Automatic Conversion:** If:
  - 4.1** the Company takes any step to create any Security in breach of paragraph 1 (*Security*) of this Note (1) over any of the Charged Assets not subject to a fixed Charge; or
  - 4.2** any person takes any step to levy any distress, attachment, execution or other legal process against any of those Charged Assets,

the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge.

Note (2): In this Form, except to the extent that the context requires otherwise:

"**Agreement**" means the loan agreement between the Lender and the Company dated [ ] 2006.

"**Charged Assets**" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets.

"**Charges**" means all or any of the Security created or expressed to be created by or pursuant to the Debenture.

"**Enforcement Event**" means:

- (i) the taking of any step by any person with a view to the administration of the Company under the Insolvency Act; or
- (ii) an Event of Default, as defined in the Agreement.

Name of Company

GeneMedix plc

Company Number

03467317

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

**"Finance Document"** means the Agreement, any Security Document and any other document designated as such by the Lender and the Company.

**"Irish Debenture"** means the debenture to be entered into between the Lender and the Borrower on or about the date of the Agreement for the purposes of creating a first legal mortgage over the Tullamore Facility.

any reference to the **"Lender"** shall be construed so as to include its successors in title, permitted assigns and permitted transferees.

**"Security"** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

**"Security Document"** means the Debenture, the Irish Debenture and any other security document that may at any time be given as security for any of the Liabilities pursuant to or in connection with any Finance Document.

**"Tullamore Facility"** means the manufacturing facility of the Company located at Sragh Industrial Estate, Tullamore, County Offaly, Republic of Ireland.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03467317

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIXED AND FLOATING SECURITY DOCUMENT DATED THE 28th JULY 2006 AND CREATED BY GENEMEDIX PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO RELIANCE LIFE SCIENCES PRIVATE LIMITED UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 4th AUGUST 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th AUGUST 2006.

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Pam



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —