

# M

COMPANIES FORM NO. 395

# 395

NW  
#10  
335011**Particulars of a mortgage or charge**

Pursuant to section 395 of the Companies Act 1985

Please do not  
write in this  
margin

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

To the Registrar of Companies

For Official Use

Company Number



		<i>B</i>
--	--	----------

3521606

Name of company

\*Insert full name  
of company

EUROPEAN VENTURE PARTNERS LIMITED (the "Borrower")

Date of creation of the charge

20 October 2000

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

SECURITY AGREEMENT ("the Charge")

Amount secured by the mortgage or charge

Please see Part One of Schedule

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

GATX EUROPEAN TECHNOLOGY VENTURES of Bond House, 2nd Floor, 10-20 Woodstock,  
London W1R 1HF

("The Lender")

Presenter's name, address and reference  
(if any):Osborne Clarke  
50 Queen Charlotte Street  
Bristol BS1 4HE

Ref: JWS/0835753

Time critical reference

For Official Use  
Mortgage section

Post Room



Page 1

Please see Part Two of Schedule

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

N/A

For

Signed C. Clarke OUA Date 31 October 2000

#### Notes

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 situated 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 included in this return. The rate of interest payable under the terms of the debentures should not be entered.
4. If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet

Particulars of a mortgage or charge

Name of Company European Venture Partners Limited

Number of Company 3521606

#### SCHEDULE TO FORM 395

##### Definitions:

**"Advance"** means the principal amount of each borrowing by the Borrower under the Agreement or (as the context requires) the principal amount from time to time outstanding under the Agreement in respect of such borrowing.

**"Agreement"** means the Master Limited Recourse Uncommitted Loan Facility Agreement between the Lender and the Borrower dated 20 October 2000.

**"Confirmation"** means with respect to a Transaction, the document or documents substantially in the form set out in Appendix 1 to the Agreement

**"Equipment"** means, with respect to a Transaction, the equipment specified in the Lease Agreement relating thereto and, where the context so admits, includes each or any part of such item or items so specified

**"ICL"** means Intercontinental Leasing Limited

**"ICL Headlease"** means the Lease Contract entered into between ICL and the Borrower in respect of Equipment

**"KBL"** means Kleinwort Benson Limited

**"KBL Participation"** means each Confirmation exchanged between the Borrower and KBL pursuant to a Master Participation Agreement dated 30 March 1999 in relation to funds provided by the Borrower to KBL under such Confirmation in respect of corresponding loans made between KBL and ICL in order to fund the purchase by ICL from the Borrower of the Equipment and corresponding ICL Headlease

**"Lease Agreement"** means the lease between the Borrower and Kymata Limited dated 20 October 2000 and numbered "Kymata 001001"

**"Lender's Percentage"** means the percentage so referred to in the each Confirmation relating to the relevant Transaction

**"Lessee"** means, with respect to a Lease Agreement, the lessee under that Lease Agreement

**"Lessee Security Document"** means any agreement or document evidencing the terms upon which any person provides security or support (whether by way of guarantee, indemnity or other form of assurance against loss or by the provision of a Security Interest over any of its assets or property), either alone or jointly with another(s), for all or any part of the obligations of a Lessee under a Lease Agreement (together "the Lessee Security Documents")

**"Rent"** means with respect to the Lease Agreement, the amount of rent, howsoever described, payable under the Lease Agreement, as varied from time to time in accordance with the terms of the Lease Agreement

**"Security Assets"** means with respect to a Transaction, the property, rights and interests charged or assigned to the Lender pursuant to the Security Agreement relating to that Transaction

**"Security Interest"** means any mortgage, charge, pledge, lien, hypothecation, assignment, trust arrangement, title retention, or other security interest or arrangement in the nature of security of any kind whatsoever

**"Transaction"** means a transaction entered into between the Borrower and the Lender whereby the Lender will make Advances available to the Borrower and the Borrower will grant security to the Lender in support thereof, upon the terms and conditions set out in the Agreement and any related Confirmation

06  
The aggregate of the following;

- (a) each and every Advance together with all interest payable thereon; and
- (b) all other sums payable by the Borrower from time to time under the Agreement with respect to any Advance or which the Lender has allocated to any Advance (the "**Secured Liabilities**")

**Part Two - Short Particulars of all the property charged**

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee assigns to the Lender the Lender's Percentage of all the Borrower's right title, benefit and interest whatsoever whether present or future, proprietary, contractual or otherwise under or arising out of or in respect of

- (i) the Lease Agreement (including but not limited to, all claims for damages and other rights and remedies in respect of that Lease Agreement, all Rent and other moneys whatsoever which are at the date of the Charge or may at any time be or become due or owing to the Borrower under or arising out of that Lease Agreement (including all claims against insurers), and the Lender's Percentage of all present and future right, title benefit and interest in any guarantees, indemnities, debentures, mortgages, charges and other securities of any nature at the date of the Charge or at any time held by the Borrower in respect of all or any part of the Lessee's obligations under that Lease Agreement or of any of the foregoing and all remedies for enforcing the foregoing in the name of the Borrower or otherwise); and
- (ii) the KBL Participation related to the Lease Agreement, but not limited to, all claims for damages and other rights and remedies in respect of that KBL Participation; and
- (iii) the ICL Headlease in respect of the Equipment the subject of the Lease Agreement (including but not limited to, all claims for damages and other right and remedies in respect of the ICL Headlease);

And assigns to the Lender the Lender's Percentage of all the Borrower's rights, title, benefit and interest present and future, whether proprietary, contractual or otherwise under or arising out of or in respect of the Equipment which is the subject-matter of that Lease Agreement (including all claims against insurers thereof)

The Lender shall not in any circumstances incur any liability under or in respect of any of the foregoing.

**N.B. The charge also contains the following provisions:**

1. The Borrower shall not without the previous written consent of the Lender:
  - (a) create or permit to subsist any other Security Interest upon the Security Assets or any part thereof save for
    - (i) liens arising by operation of law; and
    - (ii) any Security Interest disclosed to the Lender in writing prior to the date of the Agreement
  - (b) dispose of, deal with or part with possession of any interest in the Security Assets or any part thereof otherwise than as authorised pursuant to the terms of the Agreement or a Security Agreement; or
  - (c) grant any material time or indulgence or agree to any variation, amendment or modification to any Lease Agreement or any insurances effected in respect of any Equipment or release, in whole or in part, any of the Lessees from any obligation under them or purport to any of the above: or
  - (d) release any person from any of its obligations under any Lessee Security Document.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03521606

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED THE 20th OCTOBER 2000 AND CREATED BY EUROPEAN VENTURE PARTNERS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO GATX EUROPEAN TECHNOLOGY VENTURES TOGETHER WITH ALL INTEREST PAYABLE THEREON AND ALL OTHER SUMS PAYABLE UNDER THE AGREEMENT WITH RESPECT TO ANY ADVANCE OR WHICH GATX EUROPEAN TECHNOLOGY VENTURES HAS ALLOCATED TO ANY ADVANCE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 1st NOVEMBER 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3rd NOVEMBER 2000.

A handwritten signature in black ink, appearing to be 'J.R.' with a flourish above it.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



C O M P A N I E S H O U S E