

MG01

Particulars of a mortgage or charge



10242459.  
IRIS  
LASERFORM

**A fee is payable with this form.**

We will not accept this form unless you send the correct fee  
Please see 'How to pay' on the last page

✓ **What this form is for**  
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland

✗ **What this form is NOT for**  
You cannot use this form to register  
particulars of a charge for a Scottish  
company. To do this, please use  
form MG01s

FRIDAY



\*LSAKNHNY\*

LD4

19/02/2010

179

COMPANIES HOUSE

**1 Company details**

Company number 4 0 2 1 8 3 9  
Company name in full NOVAGRAAF IP UK LIMITED (the "Chargor")

4 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 Date of creation of charge**

Date of creation d1 d2 m0 m2 y2 y0 y1 y0

**3 Description**

Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description Security over shares agreement dated 12 February 2010 granted by the  
Chargor in favour of Barclays Bank Plc (the "Security Agent") (the  
"Agreement").

**4 Amount secured**

Please give us details of the amount secured by the mortgage or charge

Amount secured All liabilities and all other present and future obligations at any  
time due, owing or incurred by any Obligor to any Secured Party  
under the Finance Documents (including the obligations set out in  
Clause 15 2 (Parallel Debt (Covenant to pay the Security Agent) of  
the Intercreditor Agreement) both actual and contingent and  
whether incurred solely or jointly and as principal or surety or in  
any other capacity (the "Secured Obligations")

Terms in this Section 4 shall be given the meaning attributed to  
them in the continuation page relating to this Section 4.

**Continuation page**

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

MG01

Particulars of a mortgage or charge

**5 Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

**Continuation page**

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

Name **BARCLAYS BANK PLC**

Address **5 North Colonnade, London**

Postcode E 1 4 4 B B

Name

Address

Postcode

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

Please give the short particulars of the property mortgaged or charged

**Continuation page**

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

Short particulars

The Chargor charged the Charged Portfolio with full title guarantee and by way of first fixed charge, in favour of the Security Agent, as continuing security for the payment and discharge of the Secured Obligations

# MG01 - continuation page

## Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p><b>"Accession Letter"</b> means a document substantially in the form set out in Schedule 6 (<i>Form of Accession Letter</i>) to the Senior Facilities Agreement</p> <p><b>"Affiliate"</b> means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company</p> <p><b>"Agent"</b> means</p> <p>(a) Barclays Bank Plc as agent of the other Senior Finance Parties under the Senior Facilities Agreement, and</p> <p>(b) Nordic Mezzanine GP II Limited as agent of the other Mezzanine Finance Parties under the Mezzanine Facility Agreement</p> <p>as applicable</p> <p><b>"Amendment and Restatement Agreement"</b> means the amendment and restatement agreement dated 14 August 2008 between Bidco, the Borrowers, the Guarantors, the Arranger the Original Lenders, the Underwriter, the Bookrunner the Agent, the Security Agent and the Issuing Banks amending and restating the Original Facilities Agreement</p> <p><b>"Ancillary Document"</b> means each document relating to or evidencing the terms of an Ancillary Facility</p> <p><b>"Ancillary Facility"</b> means any ancillary facility made available by an Ancillary Lender in accordance with Clause 9 (<i>Ancillary Facilities</i>) of the Senior Facilities Agreement</p> <p><b>"Ancillary Lender"</b> means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility in accordance with Clause 9 (<i>Ancillary Facilities</i>) of the Senior Facilities Agreement</p> <p><b>"Arranger"</b> means Barclays Leveraged Finance and Landsbanki Islands Hf, Amsterdam Branch as mandated lead arrangers (whether acting individually or together)</p> <p><b>"Bidco"</b> means Novagraaf Group B V (previously Novagraaf Acquisitions B V) a private company with limited liability (<i>besloten vennootschap met beperkte aansprakelijkheid</i>) incorporated under the laws of The Netherlands, having its office at Hogehilweg 3 1101CA Amsterdam Zuidoost, The Netherlands and registered with the chamber of commerce under number 30206478)</p> <p><b>"Bidco Acquisition"</b> means the acquisition by Bidco of the Novagraaf Holding Shares on the terms of Bidco Acquisition Agreement</p> <p><b>"Bidco Acquisition Agreement"</b> means the sale and purchase agreement dated on or about 2 May 2007 relating to the sale and purchase of the Novagraaf Holding Shares made between Bidco and the Vendors in relation to the Bidco Acquisition</p> <p><b>"Borrower"</b> has the meaning given to it in the Senior Facilities Agreement and the Mezzanine Facility Agreement</p> <p><b>"Bookrunner"</b> means Barclays Bank Plc</p> <p><b>"Charged Portfolio"</b> means the Shares and the Related Assets</p> <p><b>"Charged Property"</b> means all of the assets of the Group which from time to time are, or are expressed to be the subject of the Transaction Security</p>	

# MG01 - continuation page

## Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"<b>Compliance Certificate</b>" means a certificate substantially in the form set out in Schedule 8 (<i>Form of Compliance Certificate</i>) to the Senior Facilities Agreement</p> <p>"<b>Delegate</b>" means any delegate, agent, attorney or co-trustee appointed by the Security Agent</p> <p>"<b>Fee Letter</b>" means</p> <ul style="list-style-type: none"> <li>(a) any letter or letters dated on or about the date of the Senior Facilities Agreement between the Arranger and Bidco (or the Agent and Bidco or the Security Agent and Bidco) setting out any of the fees referred to in Clause 17 (<i>Fees</i>) of the Senior Facilities Agreement, and</li> <li>(b) any agreement setting out fees payable to a Finance Party referred to in Clause 17.3 (<i>Fees payable in respect of Letters of Credit</i>) of the Senior Facilities Agreement or Clause 17.4 (<i>Interest, commission and fees on Ancillary Facilities</i>) of the Senior Facilities Agreement or under any other Finance Document</li> </ul> <p>"<b>Finance Document</b>" means the Senior Finance Documents, the Mezzanine Finance Documents the Security Documents or the Intra-Group Liabilities and any other document designated as such by the Security Agent and Bidco</p> <p>"<b>French Newco</b>" means Novagraaf Acquisitions France SAS a <i>societe par actions simplifiee</i> incorporated under the laws of France, whose registered office is at 23 rue du Roule, 75001, Paris, France, and registered with the commercial and companies registry of Paris under number 495 392 607</p> <p>"<b>Group</b>" means Bidco, the Targets and each of their respective Subsidiaries for the time being</p> <p>"<b>Guarantor</b>" has the meaning given to it in the Senior Facilities Agreement and the Mezzanine Facility Agreement as applicable</p> <p>"<b>Hedge Counterparty</b>" means a person which has become a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of the Intercreditor Agreement</p> <p>"<b>Hedging Agreement</b>" means any master agreement confirmation, schedule or other agreement in agreed form entered into or to be entered into by a member of the Group and a Hedge Counterparty for the purpose of hedging interest rate liabilities in relation to the Term Facilities and the Mezzanine Facility in accordance with the Hedging Letter delivered to the Agent under Clause 4.1 (<i>Initial conditions precedent</i>) of the Senior Facilities Agreement</p> <p>"<b>Hedging Letter</b>" has the meaning given to that term in Part I of Schedule 2 (<i>Conditions Precedent</i>) to the Senior Facilities Agreement</p> <p>"<b>Holding Company</b>" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary</p> <p>"<b>Intercreditor Agreement</b>" means the intercreditor agreement dated 2 May 2007 and made between the parties to the Senior Facilities Agreement the parties to the Mezzanine Facility Agreement, the Hedge Counterparties and certain others</p> <p>"<b>Intra-Group Lenders</b>" means each member of the Group which has made a loan available to granted credit to or made any other financial arrangement having similar effect with an Obligor and which is named on the signing pages as an Intra-Group Lender or which becomes a party as an Intra-Group Lender in accordance with</p>	

# MG01 - continuation page

## Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>the terms of Clause 17 (<i>Change of Party</i>) of the Intercreditor Agreement</p> <p><b>"Intra-Group Liabilities"</b> means the Liabilities owed by any Obligor to any of the Intra-Group Lenders</p> <p><b>"Issuing Banks"</b> means Barclays Leveraged Finance and Landsbanki Islands Hf, Amsterdam Branch</p> <p><b>"Lender Accession Undertaking"</b> means an undertaking in substantially the form set out in Schedule 2 (<i>Form of Lender Accession Undertaking</i>) of the Intercreditor Agreement</p> <p><b>"Lenders"</b> means the Senior Lenders and the Mezzanine Lenders as applicable</p> <p><b>"Liabilities"</b> means all present and future liabilities and obligations at any time of any Obligor to any Lender both actual and contingent and whether incurred solely or jointly or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations</p> <p>(a) any refinancing, novation, deferral or extension,</p> <p>(b) any claim for damages or restitution, and</p> <p>(c) any claim as a result of any recovery by any Obligor of a payment or discharge on the grounds of preference,</p> <p>and any amounts which would be included in any of the above but for any discharge, non-provability or unenforceability of those amounts in any insolvency or other proceedings</p> <p><b>"Mandate Letter"</b> means the letter dated 3 April 2007 between the Arranger, Bidco and Gilde Buy Out Partners</p> <p><b>"Mezzanine Amendment and Restatement Agreement"</b> means the amendment and restatement agreement dated 14 August 2008 relating to the Mezzanine Facility Agreement and made between Bidco as borrower Bidco as original guarantors, Landsbanki Islands hf as the mezzanine agent Barclays Leveraged Finance and Landsbanki Islands hf as the mezzanine arrangers and underwriters, Barclays Bank PLC as sole bookrunner Barclays Bank PLC as Security Agent and the persons named in that mezzanine facility agreement as Lenders</p> <p><b>"Mezzanine Facility"</b> means the mezzanine loan facility made available under the Mezzanine Facility Agreement</p> <p><b>"Mezzanine Facility Agreement"</b> means the mezzanine facility agreement dated 2 May 2007 as amended and restated by way of the Mezzanine Amendment and Restatement Agreement on 14 August 2008 and as further amended and restated from time to time and made between Novagraaf Acquisitions B V (now named Novagraaf Group B V ) as borrower Novagraaf Acquisitions B V and Novagraaf Acquisitions France SAS as guarantors nordinc Mezzanine GP II Limited as the mezzanine agent, Barclays Leveraged Finance and Landsbanki Islands hf as the mezzanine arrangers and underwriters, Barclays Bank PLC as sole bookrunner Barclays Bank PLC as Security Agent and the persons named in that mezzanine facility agreement as lenders</p> <p><b>"Mezzanine Finance Documents"</b> means the Mezzanine Facility Agreement the Mezzanine Amendment and Restatement Agreement, any accession letter under the Mezzanine Facility Agreement the Transaction Security Documents, the Intercreditor Agreement, any fee letters setting out any of the fees referred to in the Mezzanine Facility Agreement, any utilisation request or request relating to the selection of an interest period for a utilisation under the Mezzanine Facility Agreement and any other document which is designated a <b>"Finance Document"</b> for the purposes of the Mezzanine Facility Agreement by Bidco and the mezzanine agent under the Mezzanine Facility Agreement (including, without limitation, as amended and restated</p>	

# MG01 - continuation page

## Particulars of a mortgage or charge

4

### Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

pursuant to the Mezzanine Amendment and Restatement Agreement)

**"Mezzanine Finance Party"** means the Agent, the Arranger, the Bookrunner, the Underwriter, the Security Agent or a Mezzanine Lender

**"Mezzanine Lender"** means

(a) any Original Lender, and

(b) any bank, financial institution trust, fund or other entity which has become a Party in accordance with Clause 25 (*Changes to the Lenders*) of the Mezzanine Facility Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Mezzanine Facility Agreement

**"Newco France Acquisition"** means the acquisition by the French Newco of the Novagraaf Europe Shares and the Novagraaf International Shares on the terms of the Newco France Acquisition Agreement

**"Newco France Acquisition Agreement"** means the sale and purchase agreement dated 3 May 2007 relating to the sale and purchase of the Novagraaf Europe Shares and the Novagraaf International Shares made between the French Newco and the Vendor relating to the Newco France Acquisition

**"Novagraaf Europe Shares"** means all of the shares of Novagraaf Europe B V and all warrants and options in respect of the share capital of Novagraaf Europe B V

**"Novagraaf Holding Shares"** means all of the shares of Novagraaf Holding B V and all warrants and options in respect of the share capital of Novagraaf Holding B V

**"Novagraaf International Shares"** means all of the shares of Novagraaf International S A and all warrants and options in respect of the share capital of Novagraaf International S A

**"Obligor"** means any Guarantor or Borrower

**"Original Borrowers"** means, together with Bidco, the Subsidiaries of Bidco listed in Part I of Schedule 1 to the Senior Facilities Agreement (*The Original Parties*) as original borrowers

**"Original Facilities Agreement"** means the senior facilities agreement dated 2 May 2007 and made between *inter alia*, Bidco, the Original Borrowers, the Original Guarantors, the Arranger, the Original Lenders the Underwriter, the Bookrunner, the Agent, the Security Agent and the Issuing Banks (each as defined therein)

**"Original Guarantors"** means, together with Bidco

(a) the Subsidiaries of Bidco listed in Part I of Schedule 1 to the Senior Facilities Agreement (*The Original Parties*) as original guarantors, and

(b) the Subsidiaries of Bidco listed in Part I of Schedule 1 to the Mezzanine Facilities Agreement (*The Original Parties*) as original guarantors,

as applicable

# MG01 - continuation page

## Particulars of a mortgage or charge

4	Amount secured	
Amount secured		
	Please give us details of the amount secured by the mortgage or charge	
	<p><b>"Original Lenders"</b> means</p> <p>(a) the financial institutions listed in Part II of Schedule 1 to the Senior Facilities Agreement (<i>The Original Parties</i>) as lenders, and</p> <p>(b) the financial institutions listed in Part II of Schedule 1 to the Mezzanine Facilities Agreement (<i>The Original Parties</i>) as lenders,</p> <p>as applicable</p> <p><b>"Party"</b> means a party to the Senior Facilities Agreement and the Mezzanine Facility Agreement (as applicable)</p> <p><b>"Priority Creditors"</b> means the Senior Creditors and the Mezzanine Lenders</p> <p><b>"Receiver"</b> means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property</p> <p><b>"Related Assets"</b> means all dividends, interest and other monies at any time payable at any time in respect of the Shares and all other rights, benefits and proceeds in respect of or derived from the Shares (whether by way of redemption, bonus, preference, option, substitution, conversion, compensation or otherwise) held by, to the order or on behalf of the Chargor at any time</p> <p><b>"Resignation Letter"</b> means a letter substantially in the form set out in Schedule 7 (<i>Form of Resignation Letter</i>) to the Senior Facilities Agreement</p> <p><b>"Secured Parties"</b> means the Security Agent, any Receiver or Delegate, and each of the Agents and the Priority Creditors from time to time but, in the case of each Agent or Priority Creditor, only if it is a party to the Intercreditor Agreement or has delivered to the Security Agent a duly executed Lender Accession Undertaking accepted by the Security Agent and the relevant Agent</p> <p><b>"Security"</b> 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</p> <p><b>"Security Documents"</b> means</p> <p>(a) each of the Transaction Security Documents,</p> <p>(b) any other document entered into at any time by any of the Obligors creating any guarantee, indemnity Security or other assurance against financial loss in favour of any of the Secured Parties as security for any of the Secured Obligations, and</p> <p>(c) any Security granted under any covenant for further assurance in any of the documents set out in paragraphs (a) and (b) above</p> <p><b>"Selection Notice"</b> means a notice substantially in the form set out in Part II of Schedule 3 (<i>Requests</i>) to the Senior Facilities Agreement given in accordance with Clause 14 (<i>Interest Periods</i>) of that Agreement in relation to a Term Facility</p> <p><b>"Senior Facilities Agreement"</b> means the EUR 50,000,000 senior facilities agreement dated 2 May 2007 and made between, <i>inter alia</i>, Bidco and certain others as Senior Borrowers, Bidco and certain others as senior guarantors, Barclays Bank PLC as senior agent, the Arrangers and the Underwriters, the Bookrunner the</p>	

# MG01 - continuation page

## Particulars of a mortgage or charge

4

### Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

Security Agent, the persons named therein as lenders and others as amended and restated on 14 August 2008 and as further amended and/or restated from time to time

**"Senior Finance Document"** means the Senior Facilities Agreement the Amendment and Restatement Agreement, the Mandate Letter, any Accession Letter, any Ancillary Document, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request, any TEG Letter, other document designated as a "Finance Document" by the Agent and Bidco (including, without limitation, as amended and restated pursuant to the Amendment and Restatement Agreement)

**"Senior Finance Party"** means the Agent, the Arranger, the Bookrunner, the Underwriter, the Security Agent, a Lender, the Issuing Bank, a Hedge Counterparty or any Ancillary Lender

**"Senior Lender"** means

- (a) any Original Lender, and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 29 (*Changes to the Lenders*) of the Senior Facilities Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Senior Facilities Agreement

**"Shares"** means all of the shares in the capital of QED Intellectual Property Ltd (00403229) held by, to the order or on behalf of the Chargor at any time

**"Subsidiary"** means in relation to any person incorporated in The Netherlands, a company which is a subsidiary of that person within the meaning of Article 2 24a Dutch Civil Code, in relation to any person incorporated in France, any company or corporation directly or indirectly controlled by the first mentioned company or corporation within the meaning of Article L 233-3 of the French Commercial Code and in relation to any other company or corporation, a company or corporation

which is controlled, directly or indirectly, by the first mentioned company or corporation,

- (a) more than half the issued share capital of which is beneficially owned, directly or indirectly by the first mentioned company or corporation, or
- (b) which is a Subsidiary of another Subsidiary of the first mentioned company or corporation,

and for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body

**"Target"** means

- (a) in the case of the Newco France Acquisition, Novagraaf Europe B V and Novagraaf International S A and
- (b) in the case of Bidco Acquisition, Novagraaf Holding B V

**"TEG Letter"** has the meaning given to it in Clause 14 6 (*Effective Global Rate*) of the Senior Facilities

# MG01 - continuation page

## Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>Agreement</p> <p><b>"Term Facility"</b> means the term facility made available under the Senior Facilities Agreement as described therein</p> <p><b>"Transaction Security"</b> means the Security created evidenced or expressed to be created or evidenced pursuant to the Transaction Security Documents</p> <p><b>"Transaction Security Documents"</b> means each of the documents listed as being a Transaction Security Document in Schedule 2 (<i>Conditions Precedent</i>) to the Senior Facilities Agreement together with any other document entered into by any member of the Group creating, evidencing or expressed to create or evidence any Security over all or any part of its assets in respect of the obligations of members of the Group under any of the Senior Finance Documents or the Mezzanine Finance Documents</p> <p><b>"Underwriter"</b> means Barclays Bank Plc and Landsbanki Islands Hf (whether acting individually or together)</p> <p><b>"Utilisation Request"</b> means a notice substantially in the relevant form set out in Part I of Schedule 3 (<i>Requests</i>) to the Senior Facilities Agreement</p> <p><b>"Vendors"</b> means</p> <p>(a) in the case of the Newco France Acquisition, Novagraaf Holding S A and</p> <p>(b) in the case of Bidco Acquisition each of Halder Investments IV-A C V , Halder Investments IV-B C V , Investment Fund I-Direct en Co C V , Mr B A Kugele Mr J van den Bossche, Mr P I Chereau Stichting Fodsbeheer Fincon, Tree Invest S A and Dima Anstalt A G</p>	

# MG01

## Particulars of a mortgage or charge

### 7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

### 8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

### 9 Signature

Please sign the form here

Signature

Signature

X *Clifford Chance LLP* X

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

# MG01

## Particulars of a mortgage or charge



### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Camilla Hills

Company name Clifford Chance LLP

Address 10 Upper Bank Street

Post town London

County/Region London

Postcode E 1 4 5 J J

Country United Kingdom

DX 149120 Canary Wharf 3

Telephone 020 7006 1000



### Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



### Checklist

**We may return forms completed incorrectly or with information missing.**

**Please make sure you have remembered the following:**

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



### Important information

**Please note that all information on this form will appear on the public record.**



### How to pay

**A fee of £13 is payable to Companies House in respect of each mortgage or charge.**

Make cheques or postal orders payable to 'Companies House'



### Where to send

**You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.**

#### For companies registered in England and Wales:

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

#### For companies registered in Scotland

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

#### For companies registered in Northern Ireland

The Registrar of Companies, Companies House,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS  
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)**



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

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

**COMPANY NO. 4021839  
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY OVER SHARES  
AGREEMENT EXECUTED OUTSIDE THE UNITED KINGDOM  
OVER PROPERTY SITUATED THERE DATED 12 FEBRUARY 2010  
AND CREATED BY NOVAGRAAF IP UK LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY  
OBLIGOR TO ANY SECURED PARTY ON ANY ACCOUNT  
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED  
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS  
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE  
COMPANIES ACT 2006 ON THE 19 FEBRUARY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 FEBRUARY  
2010



*Companies House*  
— for the record —

PRO



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES