



Short particulars of all the property mortgaged or charged

Please see attached schedule 2

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

*Taylor Wessing LLP*

Date

05-06-08

On behalf of ~~XXXXXXXX~~ [mortgagee/chargee] †

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

† delete as  
appropriate

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, eg "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.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**.

## Definitions

**"Asset Insurance"** means the insurance referred to in clause 12(g)(i) (*Property and Asset Insurance*) of the Debenture in respect of assets other than the Property,

**"Book Debts"** means

- (a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions), both present and future, due, owing to or which may become due, owing to or purchased or otherwise acquired by the Borrower, and
- (b) the benefit of all rights whatsoever relating to the debts referred to above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets),

**"Book Debts Account"** means such separate and denominated account or accounts with such bank as may be specified in writing by the Agent for the purpose of receiving payments of the proceeds of the realisation and collection of Book Debts,

**"Charged Property"** means the whole or any part of the property, assets, income and undertaking of the Borrower from time to time mortgaged, charged or assigned pursuant to the Debenture,

**"Company"** means any person of whose share capital the Shares form all or any part,

**"Contracts"** means all the Borrower's rights, title, interest and benefit in and to any contract in respect of the whole or any part of the Charged Property to which the Borrower is a party,

**"Costs"** means all costs, charges or expenses of whatsoever nature including, without limitation, legal fees, disbursements and any VAT to be charged on such costs, charges, expenses and disbursements,

**"Default Rate"** means the annual rate of interest specified in clause 7.2 of the Loan Agreement,

**"Derivative Assets"** means all stocks, shares, warrants or other securities, rights, dividends, interest or other property (whether of a capital or income nature) accruing, offered, issued or deriving at any time by way of dividend, bonus, redemption, exchange, purchase, substitution, conversion, consolidation, subdivision, preference, option or otherwise attributable to any of the Shares or any Derivative Assets previously described,

**"Event of Default"** means any of those events or circumstances set out in clause 15 (*Events of Default*) of the Loan Agreement,

**"Fixtures"** means all assets of whatsoever nature, apart from land and buildings, forming part of any freehold or leasehold property owned by the Borrower and deemed by law to be immovable property,

**"Floating Charge Property"** has the meaning given to this term in clause 4(e) of the Debenture,

**"Insolvency Act"** means the Insolvency Act 1986 unless otherwise stated,

**"Intellectual Property"** means all intellectual property presently or in the future owned by the Borrower in any part of the World including without limitation subsisting patents and subsisting rights of a similar nature to patents, applications for patents and such rights, divisions prolongations, renewals, extensions, supplementary protection certificates and continuations of such applications for patents, registered and unregistered trade marks, registered and unregistered service marks, registered and unregistered designs, utility models (in each case for their full period and all extensions and renewals of them), applications for any of them and the right to apply for any of them in any part of the World, inventions, processes, software, formulae, technology (whether patentable or not) data, drawings, specifications, business or trade secrets, technical information, confidential information, Know how, business names, trade names, brand names, domain names, database rights, copyright and rights in the nature of database rights and copyright, design rights, semiconductor topography rights, get up and any uniform resource identifiers and any similar rights existing in any country and all legal equitable and other rights in any of them, and the benefit (subject to the burden) of any and all agreements and licences (where such agreements and licences permit the creation of security) in connection with any of the foregoing and all present and future rights and causes of action whenever and wherever accrued to the Borrower in respect of the infringement of the foregoing intellectual property rights including rights and causes of action arising out of the agreements, arrangements and licences in connection with the foregoing,

**"Loan Agreement"** means the Loan Agreement dated on or about the date of the Debenture and made between (1) the Borrower, (2) the banks and financial institutions named therein and (3) the Agent,

**"Nominees"** means each Lender, its agents, nominees and any other person holding the Shares and the Derivative Assets on behalf of such Lender from time to time,

**"Plant and Machinery"** means all plant and machinery, equipment, fittings, installations and apparatus, inventory, furniture, tools, motor vehicles and all other such assets (other than Fixtures) whatsoever, wherever situate, which are now, or at any time after the date of the Debenture become, the property of the Borrower,

**"Property"** means all estates and other interests in any freehold, leasehold or other immovable property (including, without limitation, all Fixtures on such property) which are now, or at any time after the date of the Debenture become, the property of the Borrower, all proceeds of sale derived from such property and the benefit of all covenants to which the Borrower is entitled in respect of such property,

**"Property Insurance"** means the insurance referred to in clause 12(g)(i) (*Property and Asset Insurance*) of the Debenture in respect of the Property,

**"Receiver"** means any receiver appointed pursuant to the Debenture, including, for the avoidance of doubt, a receiver and manager or a manager,

**"Rights"** means all the Borrower's rights, title and interest from time to time in any lease, licence or occupational right whatsoever together with the entire benefit of all the Borrower's rights, title and interest from time to time in any renewal of, replacement of or variation to any such lease, licence or occupational right (including, without limitation, all its rights, title and interest in any occupational lease, agreement for any occupational lease and any associated agreements which may be granted by the Borrower or any person deriving title from the Borrower from time to time over or in respect of the whole or any part of the Property and any other properties (freehold or leasehold) in which the Borrower has an interest),

**"Security Documents"** means any document entered into by any person from time to time creating any Security Interest, directly or indirectly, for the obligations of the Borrower under the Facility Documents including, without limitation, the Debenture, and

**"Shares"** means all stocks, shares and other securities held by the Borrower or any nominee of the Borrower including but not limited to the shares in Macrotarg Limited

## **SCHEDULE 1**

### **Amount secured by the mortgage or charge**

All moneys, debts and liabilities from time to time due, owing or incurred by the Borrower to the Lenders on any current or other account whatsoever pursuant to the Facility Documents in each case

- (a) whether present or future,
- (b) whether alone or jointly with any other person,
- (c) whether actual or contingent,
- (d) whether as principal or as surety,
- (e) in whatsoever name, firm or style,
- (f) in whatsoever currency denominated, or
- (g) otherwise,

including, without limitation, all liabilities in connection with foreign exchange transactions, accepting, endorsing or discounting notes or bills, under bonds, guarantees, indemnities, documentary or other credits or any instruments from time to time entered into by the Lenders for or at the request of the Borrower together with interest to the date of payment at such rates and upon such terms as may from time to time be agreed and all commission, fees, costs (including, without limitation, legal fees) on a full indemnity basis and other charges

(the "**Secured Liabilities**")

## SCHEDULE 2

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

#### 1. Security

By way of continuing security in favour of the Agent as trustee for the Lenders for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee charged to the Agent or assigned to the Agent (as the case may be) the property set out below in the manner set out below

(a) *Property*

By way of first fixed charge the Property and all Rights relating to such Property

(b) *Goodwill*

By way of first fixed charge, all the goodwill and uncalled capital for the time being of the Borrower

(c) *Floating charge*

By way of first floating charge, all the undertaking and assets of the Borrower whatsoever, (including but without limitation the Contracts, the Book Debts, the Intellectual Property, the Shares, the Derivative assets and the Plant and Machinery) wherever situate, whether movable, immovable, present or future (including, without limitation, its uncalled capital for the time being and all the undertaking and assets of the Borrower referred to above which are, for any reason, not validly charged or assigned pursuant to clauses 4(a) (*Property*) and 4(b) (*Goodwill*) (inclusive) of the Debenture) (the "**Floating Charge Property**")

The floating charge created by the Debenture is a qualifying debenture for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act

#### 2 Conversion of floating charge

##### 2.1 *Conversion by notice*

The Agent may by notice to the Borrower convert the floating charge contained in the Debenture into a fixed charge as regards such Charged Property (other than any Intellectual Property, Shares or Derivative Assets) as the Agent may specify (whether generally or specifically) in that notice (i) if it reasonably considers that it would be desirable to do so in order to protect, preserve or supplement the charges over the Charged Property or the priority of those charges, or (ii) on, or at any time following, the occurrence of an Event of Default (where the Event of Default is continuing at the relevant time), or both

##### 2.2 *Automatic conversion*

If, without the prior written consent of the Agent, the Borrower creates any Security Interest other than a Permitted Security Interest over any of the Charged Property not expressed to be subject to a fixed charge under the Debenture, or attempts to do so, or if any person levies or attempts to levy any distress,

attachment, execution or other legal process against any of such Charged Property, or if any steps are taken for the appointment of, or notice is given of intention to appoint, an administrator in relation to the Borrower, the floating charge created by the Debenture over the Charged Property the subject of such Security Interest or process will automatically, without notice, be converted into a fixed charge as soon as such event occurs

PROVIDED THAT the floating charge contained in the Debenture may not be converted into a fixed charge solely by reason of the obtaining of a moratorium or anything done with a view to obtaining a moratorium by an eligible company (as defined by Schedule A1 of the Insolvency Act), under the Insolvency Act

### **3. Negative pledge**

The Borrower shall not

- (a) create, purport to create or allow to subsist, any Security Interest over the whole or any part of the Charged Property except for any Permitted Security Interest,
- (b) convey, assign, transfer, or agree to convey, assign or transfer the whole or any part of the Charged Property other than the Floating Charge Property in the ordinary course of business and on arms length terms,
- (c) permit or agree to any variation of the rights attaching to the whole or any part of the Charged Property other than other than the Floating Charge Property in the ordinary course of business and on arms length terms,
- (d) knowingly, do, cause or permit to be done anything which may in the opinion of the Agent, in any way depreciate, jeopardise or otherwise prejudice the value to the Agent (whether monetary or otherwise) of the whole or any part of the Charged Property other than when done in connection with the Floating Charge Property in the ordinary course of business and on arms length terms,
- (e) release, exchange, compound, set off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Book Debts except in the ordinary course of business, or
- (f) take any steps for the appointment of an administrator without first giving the Agent 10 Business Days' notice of its intention to do so





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

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

**COMPANY NO. 4066289  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 2 JUNE 2008  
AND CREATED BY CHROMA THERAPEUTICS LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO ETV CAPITAL S.A. 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 6 JUNE 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 JUNE 2008



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES