

MG01

Particulars of a mortgage or charge

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Oyez

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 regis
particulars of a charge for a Scott
company. To do this, please use
form MG01s

TUESDAY



LP2DWJPT

LD2

04/05/2010

38

COMPANIES HOUSE

1 Company details

Company number 0 4 0 6 6 2 8 9 ✓

Company name in full Chroma Therapeutics Limited (the "Chargor") ✓

3

For official use

Filling 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 2 6 0 4 2 0 1 0 /

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

Debenture

4 Amount secured

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

Amount secured

The Secured Liabilities.

Note All capitalised terms in this form MG01 have
the meanings given in the continuation page.

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	Hercules Technology Growth Capital, Inc	
Address	400 Hamilton Avenue, Suite 310, Palo Alto, CA 94301 USA (the "Lender")	
Postcode		
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	<p>The Chargor with full title guarantee charges to the Lender.</p> <ol style="list-style-type: none">1. By way of first fixed charge by way of legal mortgage the Scheduled Property and all Rights relating to the Scheduled Property in existence at the date of the Debenture2. By way of first fixed charge<ol style="list-style-type: none">2.1 the Other Property and the Future Property;2.2 all Rights relating to the Other Property and the Future Property, and2.3 all Rights relating to the Scheduled Property coming into existence after the date of the Debenture.3. By way of first fixed charge the Plant and Machinery4. By way of first fixed charge the Future Plant and Machinery5. By way of first fixed charge all the goodwill and uncalled capital for the time being of the Chargor.6. By way of first floating charge all the undertaking and assets of the Chargor whatsoever, wheresoever situate, whether moveable, immoveable, present or future (including without limitation its uncalled capital for time being and all the undertaking and assets of the Chargor referred to above which are, for any reason, not validly charged or assigned pursuant to 1 to 5 above.) <p style="text-align: right;">See continuation sheet 1</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 <ul style="list-style-type: none">- 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	Nil	
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 X <i>Howard Kenney</i> 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

Simon Pullen

Company name

Howard Kennedy

Address

Harcourt House, 19 Cavendish Square

London

Post town

County/Region

Postcode

W 1 A 2 A W

Country

DX 42748 Oxford Circus North

Telephone

020 7636 1616



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 or email enquires@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

MG01 - continuation page

Particulars of a mortgage or charge



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

MG01 - continuation page

Particulars of a mortgage or charge



6

Mortgagee(s) or person(s) entitled to the charge

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

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

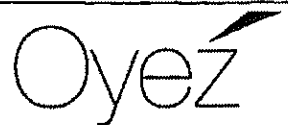
Name

Address

Postcode

MG01 - continuation page

Particulars of a mortgage or charge



6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Note: The Debenture contains.</p> <ol style="list-style-type: none"> 1 A right on the part of the Lender by notice to the Chargor to convert the floating charge contained in the Debenture in to a fixed charge as regards such Charged Property as the Lender may specify in certain circumstances. 2. The floating charge will automatically without notice be converted into a fixed charge in certain circumstances. 3 An obligation on the part of the Chargor to execute and deliver further assurances 4. An obligation on the Chargor not to <ol style="list-style-type: none"> (i) create or 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, (ii) convey, assign, transfer or agree to convey, assign or transfer the whole or any part of the Charged Property except by means of a Permitted Transfer; and (iii) deal with any of the Book Debts except in the ordinary course of business <p>The following expressions have the following meanings:</p> <p>"Book Debts" means 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 Chargor and the benefit of all rights and remedies whatsoever relating to such debts.</p> <p>"Charged Property" means the whole or any part of the property, assets, income and undertaking of the Chargor from time to time mortgaged, charged or assigned to the Lender or subject to a floating charge pursuant to this Debenture</p> <p>"Costs" means all costs, charges or expenses of whatsoever nature (including, without limitation, legal fees) including, without limitation, disbursements and any Value Added Tax to be charged on such costs, charges, expenses and disbursements</p> <p>"Future Plant and Machinery" means all plant and machinery, equipment, fittings, installations, apparatus, tools, motor vehicles and all other such assets (other than Fixtures) whatsoever, wherever situate, which become the property of the Chargor after the date of the Debenture</p> <p style="text-align: right;">See continuation sheet 2/..</p>

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	

MG01 - continuation page

Particulars of a mortgage or charge



6

Mortgagee(s) or person(s) entitled to the charge

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

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

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Name

Address

Postcode

Name

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Postcode

Name

Address

Postcode

Name

Address

Postcode

MG01 - continuation page

Particulars of a mortgage or charge



6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>"Future Property" means all estates and other interests in any freehold, leasehold or other immovable property (including, without limitation, all Fixtures on such property) which become the property of the Chargor after the date of the Debenture, all proceeds of sale derived from such property and the benefit of all covenants to which the Chargor is entitled in respect of such property</p> <p>"Loan Agreement" means the Loan and Security Agreement dated on or about the date of this Debenture made between the Lender (1) and the Chargor (2) and to which Macrotarg Limited is also a party.</p> <p>"Other 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 the property of the Chargor at the date of the Debenture and do not form part of the Scheduled Property, all proceeds of sale derived from such property and the benefit of all covenants to which the Chargor is entitled in respect of such property.</p> <p>"Permitted Security Interest" has the same meaning as Permitted Liens in the Loan Agreement (with such changes as are necessary to fit this context).</p> <p>"Permitted Transfer" has the same meaning as in the Loan Agreement (with such changes as are necessary to fit this context)</p> <p>"Plant and Machinery" means all plant and machinery, equipment fittings, installations and apparatus, tools, motor vehicles and all other such assets (other than Fixtures) whatsoever, wherever situate, which are the property of the Chargor at the date of the Debenture.</p> <p>"Rights" means all the Chargor's rights, title and interest from time to time in any lease, licence or occupational right whatsoever over or in respect of the whole or any part of the Property and any other properties (freehold or leasehold) in which the Chargor has an interest together with the entire benefit of all the Chargor'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</p> <p>"Scheduled Property" means all the property short particulars of which are set out in Schedule 1 (The Scheduled Property) (if any), including, without limitation, all Fixtures on such property.</p> <p>"Secured Liabilities" means all moneys, debts and liabilities from time to time due, owing or incurred by the Chargor to the Lender on any current or other account whatsoever in each case.</p> <p>(a) whether present or future;</p> <p>(b) whether alone or jointly with any other person;</p> <p>(c) whether actual or contingent;</p> <p>(d) whether as principal or as surety;</p> <p>(e) in whatsoever name, form or style and whether not originally incurred by the Chargor to the Lender,</p> <p>(f) in whatsoever currency denominated. See continuation sheet 3/...</p>

MG01 - continuation page

Particulars of a mortgage or charge



Short particulars of all the property mortgaged or charged	
Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Security Interest" means any mortgage, charge, assignment, pledge, lien, right of set-off, hypothecation encumbrance, priority or other security interest (whether fixed or floating) including, without limitation, any "hold-back" or "flawed asset" arrangement together with any preferential right, retention of title, deferred purchase, leasing, sale or purchase, sale and leaseback arrangement, trust agreement declaration of trust, trust arising by operation of law, any option or agreement for any of the same or any arrangement which has substantially the same commercial or substantive effect as the creation of security.</p>



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

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

**COMPANY NO. 4066289
CHARGE NO. 3**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 26 APRIL 2010
AND CREATED BY CHROMA THERAPEUTICS LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO HERCULES TECHNOLOGY GROWTH
CAPITAL, INC ON ANY ACCOUNT WHATSOEVER WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 4 MAY 2010**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 MAY 2010



