

MG01

Particulars of a mortgage or charge

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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

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COMPANIES HOUSE



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

1

Company details

Company number

0 4 3 4 9 2 2 1

Company name in full

Cellnovo Limited (the Company)

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

2 1 0 7 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

A Debenture by the Company in favour of Advent Nominees Limited as security agent (the  
**Security Agent**) for Advent Private Equity Fund IV LP and Advent Management IV Limited  
Partnership each acting by its Manager, Advent Venture Partners LLP (together **Advent**) (1)  
and Healthcare Ventures VIII, L P acting by its general partners Healthcare Partners VIII,  
L P and Healthcare Partners VIII, LLC (**HCV**) (2) (the **Debenture**)

4

Amount secured

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

Amount secured

Bridging loan of total £833,334 All monies and liabilities now  
or in the future owing or incurred (before or after demand) by  
the Company to each of the Noteholders and Security Agent in any  
manner, including the obligations and liabilities to each of the  
Security Agent and Noteholders covenanted to be discharged under  
clause 2 (the **Obligations**)

Definitions

Noteholders means Advent and HCV

Continuation page

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

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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	Advent Nominees Limited (Company no: 02051962)
Address	25 Buckingham Gate
	London
Postcode	S W 1 3 6 L D
Name	Advent Private Equity Fund IV LP
Address	25 Buckingham Gate
	London
Postcode	S W 1 3 6 L D

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

1 As a continuing security for the discharge and payment of the Obligations and with full title guarantee, the Company:-

1.1 charges to the Security Agent by way of fixed charge, any Land;

1.2 assigns to the Security Agent the proceeds of the Insurances, subject to reassignment on redemption;

1.3 charges to the Security Agent by way of fixed charge all the plant, machinery, fixtures, fittings, vehicles, computers and equipment now and in the future belonging to the Company and assigns to the Security Agent all right, title and interest of the Company under any agreements (present or future) relating to the purchase, lease or hire purchase of the same;

1.4 charges to the Security Agent by way of fixed charge all the goodwill, shares and uncalled capital of the Company present and future;

1.5 charges to the Security Agent by way of fixed charge all choses in action, claims and Intellectual Property now and in the future belonging to the Company, including any Intellectual Property to which the Company is not absolutely entitled or to which the Company is entitled to with others;

1.6 charges to the Security Agent by way of fixed charge all trade secrets, confidential information and knowhow owned or enjoyed by the Company now or in the future;

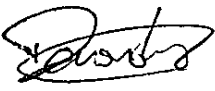
1.7 charges to the Security Agent by way of fixed charge all book and other debts now and in the future owing to the Company or in which the Company is interested,

1.8 charges to the Security Agent by way of fixed charge all negotiable instruments at any time drawn, issued or endorsed in favour of, or held by or on behalf of, the Company; and

1.9 charges to the Security Agent by way of floating charge all the undertaking and all property, assets and rights of the Company present and future wherever situate not from time to time subject to a mortgage, fixed charge or assignment under this deed with the exclusion of the Property.

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## Particulars of a mortgage or charge

<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b>  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"><li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li><li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li></ul> 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	None	
<b>8</b>	<b>Delivery of instrument</b>  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)	
<b>9</b>	<b>Signature</b>  Please sign the form here  Signature <div style="text-align: center;">X  X</div>  This form must be signed by a person with an interest in the registration of the charge	

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## 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

Andrew Crawford

Company name

Devonshires

Address

Salisbury House

London Wall

London

Post town

Country/Region

Postcode

E C 2 M 5 Q Y

Country

DX

DX 33856 Finsbury Square

Telephone

020 7628 7576



### 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)

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Particulars of a mortgage or charge



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

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Particulars of a mortgage or charge



5 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	Healthcare Ventures VIII LP ✓
Address	55 Cambridge Parkway, Suite 301 Cambridge Massachusetts 02142 - 1234 USA
Postcode	
Name	Advent Management IV Limited Partnership ✓
Address	50 Lothian Road, Festival Square Edinburgh
Postcode	E H 3 9 W J
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	

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Particulars of a mortgage or charge



6	<b>Short particulars of all the property mortgaged or charged</b>
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p><b><u>Restriction on dealings</u></b></p> <p><b><u>Definitions</u></b></p> <p><b>Charged Property</b> means the assets and undertaking charged or assigned by clause 3 of the Debenture</p> <p><b>Convertible Loan Note Instrument</b> means the instrument constituting up to 3,000,000 C convertible notes executed by the Company on or about the date of the Debenture</p> <p><b>Encumbrance</b> means includes any mortgage, charge (fixed or floating), pledge, lien and any other arrangement or interest (whether by way of assignment, trust, title retention or otherwise) which has the effect of creating security or payment priority</p> <p><b>Insurances</b> means means all policies of insurance in which the Company may now or hereafter have an interest and which relate to the Charged Property</p> <p><b>Intellectual Property</b> means patents, trade marks, service marks, trade names, domain names, designs, semiconductor topography rights, database rights, copyrights (in each case in any part of the world whether or not registered or registrable and if registered or registrable for their full period of registration with all extensions and renewals, and including all applications for registration), confidential information, product licences and any and all intellectual property rights of any nature anywhere in the world and any licences and permissions in connection with any of the above rights or information</p> <p><b>Land</b> includes freehold and any leasehold, and any other estate in, land and immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures), but excludes the Property</p> <p><b>Notes</b> means The secured convertible loan notes constituted by the Convertible Loan Note Instrument consisting of 833,334 C notes of £1 each issued on or about the date of the Debenture</p> <p><b>Property</b> means Technium II, Kings Road, Swansea SA1 8PJ</p> <p>Under Clause 5.1 of the Debenture, the Company will not, save as permitted by the Notes, without the Security Agent's prior written consent -</p> <p>(a) create or permit to arise or continue any Encumbrance affecting the Charged Property or increase or extend any liability of the Company secured on any of the Charged Property other than in accordance with the Notes, or</p> <p>(b) dispose of the Charged Property charged by clauses 3.1.1 to 3.1.9 of the Debenture and paragraphs 1.1 - 1.9 in box 6 of this form MG01 inclusive save where such property is exchanged for other assets comparable or superior as to type, value or quality or, following crystallisation of the floating charge in accordance with clause 4.2 of the Debenture, the Charged Property charged by clause 3.1.9</p>



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

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

**COMPANY NO. 4349221  
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 21 JULY 2010  
AND CREATED BY CELLNOVO LIMITED FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO  
EACH OF THE NOTEHOLDERS AND SECURITY AGENT 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 23 JULY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29 JULY 2010

2X



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES