

131839 / 1301

MG01

Particulars of a mortgage or charge



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

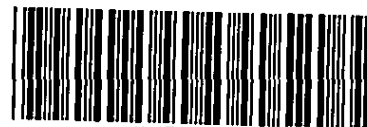
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to
register particulars of a charge for
company. To do this, please
use form MG01s

THURSDAY



LD3

16/09/2010

125

COMPANIES HOUSE

1

Company details

Company number

0 4 9 9 6 8 2 6

Company name in full

Eclipse Acquisitions Limited (the "Company")

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

08 09 2010

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

Fixed and Floating Security Document (the "Security Document") dated 8 September 2010
between, among others, the Company and HSBC Corporate Trustee Company (UK) Limited (the
"Security Agent", as security agent for the benefit of the Secured Parties (which expression
includes its successors in title, permitted assigns and permitted transferees and Security Agent
also includes any person appointed as Security Agent or Security Agents in accordance with the
Intercreditor Agreement))

4

Amount secured

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

Amount secured

The "Liabilities", which are defined in the Security Document as
meaning all the Liabilities and all other present and future obligations
at any time due, owing or incurred by any member of the Group and
by each Debtor to any Secured Party under the Debt Documents,
both actual and contingent and whether incurred solely or jointly and
as principal or surety or in any other capacity

Continuation page

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

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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 / HSBC Corporate Trustee Company (UK) Limited

Address 8 Canada Square

London

Postcode E 1 4 5 H Q

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

Please see attached continuation pages

01-4-1

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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

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

Signature

X *Lmmlakos LLP*

X

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 Daniel Lindsey

Company name Linklaters LLP

Address One Silk Street

Post town London

County/Region London

Postcode E C 2 Y 8 H Q

Country UK

DX 10 LONDON/CITY

Telephone 020 7456 2000



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,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
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 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

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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>Eclipse Acquisitions Limited (04996826)</p> <p style="text-align: right;">Continuation page (1)</p> <p>1 Fixed Charges</p> <p>The Company, with full title guarantee and as security for the payment of all Liabilities (whether of the Company or any other Chargor), charged in favour of the Security Agent (as trustee for the Secured Parties)</p> <p>1.1 Present Real Property. by way of first legal mortgage, all Real Property in England and Wales now belonging to it</p> <p>1.2 Future Real Property: by way of first fixed equitable charge, all other Real Property now belonging to it and all Real Property acquired by it in the future</p> <p>1.3 Other Assets: by way of first fixed charge, all its present and future</p> <p>(a) Book Debts,</p> <p>(b) Bank Accounts (as set out in Note 3 below),</p> <p>(c) Investments (as set out in Note 4 below),</p> <p>(d) uncalled capital and goodwill,</p> <p>(e) Intellectual Property,</p> <p>(f) plant and machinery (except that mortgaged or charged by the Security described in paragraphs 1 1 (<i>Present Real Property</i>) and 1 2 (<i>Future Real Property</i>) above) and Related Rights,</p> <p>(g) all proceeds of any Intra-Group Loan Agreements (as set out in Note 5 below),</p> <p>(h) all proceeds of any Insurances and claims of any kind, returns of premium and other benefits relating thereto (as set out in Note 6 below), and</p> <p>(i) (to the extent that they are subject to an effective assignment under Clause 5 (<i>Assignment</i>) of the Security Document (as set out in paragraph 3 below)), all its rights and interests in (and claims under) the Assigned Agreements</p> <p>2 Floating Charge</p> <p>Creation. The Company, with full title guarantee and as security for the payment of all Liabilities, charged in favour of the Security Agent (as trustee for the Secured Parties) by way of first floating charge its undertaking and all its assets, both present and future (including assets expressed to be charged by Clause 3 (<i>Fixed Charges</i>) of the Security Document (as set out in paragraph 1 above) or assigned by Clause 5 1 (<i>Assignment</i>) (as set out in paragraph 3 below))</p>	

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Eclipse Acquisitions Limited (04996826) Continuation page (2)</p> <p>3 Assignment</p> <p>Creation: Subject to Clauses 13 (<i>Insurance</i>) and 14 (<i>Intra-Group Loan Agreements</i>) of the Security Document and the Security Principles (as defined in the Senior Facilities Agreement and the Mezzanine Facility Agreement), the Company, with full title guarantee and as security for the payment of all Liabilities, assigned absolutely in favour of the Security Agent (as trustee for the Secured Parties) all its present and future right, title and interest in and to the Assigned Agreements, provided that on payment or discharge in full of the Liabilities, the Security Agent will at the request and cost of the Company re-assign the Assigned Agreements to the Company (or as it shall direct)</p> <p>Note (1): In this Form, except to the extent that the context requires otherwise</p> <p>"Agent" means each of the Senior Agent and the Mezzanine Agent</p> <p>"Ancillary Lender" has the meaning given to such term in the Intercreditor Agreement</p> <p>"Assigned Agreements" means</p> <p>(a) the Insurances, and</p> <p>(b) the Intra-Group Loan Agreements</p> <p>"Bank Accounts" of a Chargor means all current, deposit or other accounts with any bank or financial institution in which it now or in the future has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of or accrued or accruing on those accounts including those listed in Note (3) and Related Rights</p> <p>"Book Debts" of a Chargor means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), now or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind</p> <p>"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets</p> <p>"Charges" means all or any of the Security created or expressed to be created by or pursuant to the Security Document</p> <p>"Chargors" means Inspicio Limited, Inspicio Environmental Services Group Limited, Environmental Scientifics Group Limited, ESG Asbestos Limited, the Company, Eclipse Scientifics Holdings Limited, Eclipse Scientifics Limited, Scientifics Limited, Hypergraph Laboratory Supplies Limited and Buckingham Investigation Services Limited</p> <p>"Debt Documents" means each of Intercreditor Agreement, the Hedging Documents, the Senior Finance Documents, the Mezzanine Finance Documents, the Security Documents (as defined in the Intercreditor Agreement), any agreement evidencing the terms of the Intra-Group Liabilities, the Subordinated Debt Documents and any other document designated as such by the Security Agent and ESG Capital 2 Limited</p> <p>Any reference to a "Debt Document" or any other agreement or instrument is (other than a reference to a "Debt Document" or any other agreement or instrument in "original form") a reference to that Debt Document, or other agreement or instrument, as amended, novated,</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
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Please give the short particulars of the property mortgaged or charged
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Short particulars	
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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>Eclipse Acquisitions Limited (04996826) Continuation page (3)</p> <p>supplemented, extended or restated as permitted by this Agreement</p> <p>"Delegate" means a delegate or sub-delegate appointed under Clause 18 2 (<i>Delegation</i>) of the Security Document</p> <p>"Designated Senior Amount" has the meaning given to that term in paragraph (a) of Clause 4 14 (<i>Senior Exchange Rate Hedging</i>) of the Intercreditor Agreement</p> <p>"Exchange Rate Hedge Counterparty" means</p> <p>(a) any person which is named on the signing pages of the Intercreditor Agreement as an Exchange Rate Hedge Counterparty, and</p> <p>(b) any person which becomes Party as an Exchange Rate Hedge Counterparty pursuant to Clause 17 10 (<i>Creditor/Agent Accession Undertaking</i>) of the Intercreditor Agreement,</p> <p>which, in each case, is or has become party to the Senior Facilities Agreement as a Hedge Counterparty</p> <p>"Exchange Rate Hedging Liabilities" means the Liabilities owed by any Debtor (as defined in the Intercreditor Agreement) to the Exchange Rate Hedge Counterparties under or in connection with the Exchange Rate Hedging Documents</p> <p>"Exchange Rate Hedging Document" has the meaning given to it in the definition of "Hedging Document"</p> <p>"Fixtures" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus</p> <p>"Hedge Counterparty" means</p> <p>(a) any Exchange Rate Hedge Counterparty, and</p> <p>(b) any Interest Rate Hedge Counterparty</p> <p>"Hedging Documents" has the meaning given to such term in the Intercreditor Agreement</p> <p>"Insurances" of a Chargor means all contracts and policies of insurance of any kind now or in the future taken out by or on behalf of it or (to the extent of its interest) in which it now or in the future has an interest, including those listed in Note (6) and Related Rights</p> <p>"Intellectual Property" of a Chargor means all material trade marks, service marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, topography rights, database rights, rights in confidential information and know-how, and any associated or similar rights anywhere in the world, which it now or in the future owns or (to the extent of its interest) in which it now or in the future has an interest (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same and Related Rights)</p>	

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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

Eclipse Acquisitions Limited (04996826)

Continuation page (4)

"Intercreditor Agreement" means the intercreditor agreement dated 8 September 2010 and made between, among others, ESG Capital 2 Limited, Inspicio Group Limited, the Original Debtors (as defined in the Intercreditor Agreement), the Security Agent, the Hedge Counterparties, the Senior Agent, the Mezzanine Agent, the Senior Lenders, the Mezzanine Lenders, the Parent, the Original Debtors (as defined in the Intercreditor Agreement) and the Intra-Group Lenders (as defined in the Intercreditor Agreement)

"Interest Rate Hedge Counterparty" means

- (a) any person which is named on the signing pages as an Interest Rate Hedge Counterparty,
- (b) any person which becomes Party as an Interest Rate Hedge Counterparty pursuant to Clause 17 10 (Creditor/Agent Accession Undertaking) of the Intercreditor Agreement,

which, in each case, is or has become party to the Senior Facilities Agreement as a Hedge Counterparty

"Intra-Group Liabilities" means the Liabilities owed by any member of the Group to any of the Intra-Group Lenders (as defined in the Intercreditor Agreement)

"Intra-Group Loan Agreements" means any agreements (whether documented or not) or documents relating to material intercompany receivables of a Chargor and includes the intra-group loan agreements listed in Note (5) and Related Rights

"Investments" of a Chargor means those investments listed in Note (4) together with

- (a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit),
- (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments,
- (c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person), and
- (d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights,

in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest and Related Rights

"Issuing Bank" has the meaning given to such term in the Intercreditor Agreement

"Mezzanine Agent" means the Agent under and as defined in the Mezzanine Facility Agreement

"Mezzanine Arranger" means any Arranger under and as defined in the Mezzanine Facility Agreement

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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

Eclipse Acquisitions Limited (04996826)

Continuation page (5)

"Mezzanine Facility Agreement" means the £11,000,000 mezzanine facility agreement dated 8 September 2010 between, among others, ESG Capital 2 Limited as the parent, Inspicio Group Limited as the company and the Mezzanine Finance Parties

"Mezzanine Finance Documents" means

- (a) the Mezzanine Facility Agreement,
- (b) any accession deed substantially in the form set out in Schedule 7 (*Form of Accession Deed*) to the Mezzanine Facility Agreement,
- (c) any letter or letters dated on or about the date of the Mezzanine Facility Agreement between, as the case may be, the Mezzanine Arranger and ESG Capital 2 Limited and/or Inspicio Group Limited, the Mezzanine Agent and ESG Capital 2 Limited and/or Inspicio Group Limited or the Security Agent and ESG Capital 2 Limited and/or Inspicio Group Limited setting out any of the fees referred to in Clause 11 (*Fees*) of the Mezzanine Facility Agreement and any letter or letters setting out the fees payable to any Mezzanine Finance Party under any Mezzanine Facility Agreement,
- (d) the Intercreditor Agreement,
- (e) the Report Proceeds Letter (as defined in the Mezzanine Facility Agreement),
- (f) any resignation letter substantially in the form set out in Schedule 8 (*Form of Resignation Letter*) to the Mezzanine Facility Agreement,
- (g) each of the documents listed in paragraph 2 of Part I and paragraph 15 of Part II of Schedule 2 (*Conditions Precedent*) to the Mezzanine Facility Agreement together with any other security document that may at any time be given as security for any of the Liabilities pursuant to or in connection with any Secured Document,
- (h) any compliance certificate substantially in the form set out in Schedule 9 (*Form of Compliance Certificate*) to the Mezzanine Facility Agreement,
- (i) the utilisation request substantially in the form set out in Schedule 3 (*Utilisation Request*) to the Mezzanine Facility Agreement, and
- (j) any other document designated as a "Finance Document" under the Mezzanine Facility Agreement by the Mezzanine Agent and ESG Capital 2 Limited

"Mezzanine Finance Parties" means the Finance Parties as defined in the Mezzanine Facility Agreement

"Mezzanine Lenders" means each Lender (as defined in the Mezzanine Facility Agreement)

"Permitted Security" has the meaning given to such term in the Senior Facilities Agreement or the Mezzanine Facility Agreement, as applicable

"Primary Creditors" means the Senior Creditors and the Mezzanine Lenders

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6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p>Eclipse Acquisitions Limited (04996826)</p> <p>Continuation page (6)</p> <p>"Real Property" means any material freehold and leasehold property in England and Wales and any other material real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon), including that specified in Note (2)</p> <p>"Receiver" means a receiver and manager or other receiver appointed in respect of the Charged Assets and shall, if allowed by law, include an administrative receiver</p> <p>"Related Rights" means, in relation to any asset, all or any</p> <ul style="list-style-type: none"> (a) proceeds of sale of all or any part of that asset, (b) rights under any licence, agreement for sale, agreement for purchase, or agreement for lease in respect of that asset, (c) rights, benefits, claims, contracts, guarantees, warranties, remedies, security, indemnities or covenants for title in respect of that asset, and (d) moneys, claims and proceeds paid or payable in respect of that asset (including any sums of money, claims or proceeds deriving from or in relation to any court or arbitration, order, judgment or award) <p>"Secured Document" means the Senior Finance Documents, the Hedging Documents and the Mezzanine Finance Documents</p> <p>"Secured Parties" means the Security Agent, any Receiver or Delegate and each of the Agents, the Arrangers, the Primary Creditors and the Exchange Rate Hedge Counterparties (in relation to any Exchange Rate Hedging Liabilities in excess of the Senior Exchange Rate Cap) from time to time but, in the case of each Agent, Arranger, Primary Creditor or Exchange Rate Hedge Counterparty, only if it is a party to this Agreement or (in the case of an Agent, a Primary Creditor or an Exchange Rate Hedge Counterparty) has acceded to this Agreement, in the appropriate capacity, pursuant to Clause 17 10 (<i>Creditor/Agent Accession Undertaking</i>) of the Intercreditor Agreement</p> <p>"Security" 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>"Senior Agent" means the Agent under and as defined in the Senior Facilities Agreement</p> <p>"Senior Arranger" means any Arranger under and as defined in the Senior Facilities Agreement</p> <p>"Senior Creditors" means the Senior Lenders and the Senior Hedge Counterparties</p> <p>"Senior Exchange Rate Cap" means £3,000,000 or its equivalent</p> <p>"Senior Exchange Rate Hedge Counterparty" means an Exchange Rate Hedge Counterparty to the extent of its Designated Senior Amount</p> <p>"Senior Facilities Agreement" means the £62,000,000 senior facilities agreement dated 8 September 2010 between, among others, ESG Capital 2 Limited as the parent, Inspicio Group Limited as the Company and the Senior Finance Parties</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
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Please give the short particulars of the property mortgaged or charged
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Short particulars

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Eclipse Acquisitions Limited (04996826)

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"Senior Finance Documents" means

- (a) the Senior Facilities Agreement,
- (b) any accession deed substantially in the form set out in Schedule 7 (*Form of Accession Deed*) to the Senior Facilities Agreement,
- (c) any document relating to or evidencing the terms of an ancillary facility made available by any Ancillary Lender in accordance with Clause 9 (*Ancillary Facilities*) of the Senior Facilities Agreement,
- (d) any letter or letters dated on or about the date of the Senior Facilities Agreement between, as the case may be, the Senior Arranger and ESG Capital 2 Limited and/or Inspicio Group Limited, the Senior Agent and ESG Capital 2 Limited and/or Inspicio Group Limited or the Security Agent and ESG Capital 2 Limited and/or Inspicio Group Limited setting out any of the fees referred to in Clause 15 (*Fees*) of the Senior Facilities Agreement and any letter or letters setting out the fees payable to any Senior Finance Party under paragraph (d) of Clause 2.2 (*Increase*) of the Senior Facilities Agreement and paragraph (q)(iv) of Clause 2.3 (*Increased Acquisition Facility*) of the Senior Facilities Agreement,
- (e) the Hedging Letter (as defined in the Senior Facilities Agreement),
- (f) the Intercreditor Agreement,
- (g) the Report Proceeds Letter (as defined in the Senior Facilities Agreement),
- (h) any resignation letter substantially in the form set out in Schedule 8 (*Form of Resignation Letter*) to the Senior Facilities Agreement,
- (i) each of the documents listed in paragraph 2 of Part I and paragraph 15 of Part II of Schedule 2 (*Conditions Precedent*) to the Senior Facilities Agreement together with any other security document that may at any time be given as security for any of the Liabilities pursuant to or in connection with any Secured Document,
- (j) any compliance certificate substantially in the form set out in Schedule 9 (*Form of Compliance Certificate*) to the Senior Facilities Agreement,
- (k) any utilisation request substantially in the relevant form set out in Part I or Part II of Schedule 3 (*Requests*) to the Senior Facilities Agreement,
- (l) any selection notice substantially in the form set out in Part III of Schedule 3 (*Requests*) to the Senior Facilities Agreement given in accordance with Clause 13 (*Interest Periods*) of the Senior Facilities Agreement in relation to a Term Facility (as defined in the Senior Facilities Agreement) or an Acquisition Facility (as defined in the Senior Facilities Agreement),
- (m) any additional acquisition facility commitment notice substantially in the form set out in Part VII of Schedule 3 (*Requests*) to the Senior Facilities Agreement, and

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Eclipse Acquisitions Limited (04996826)

Continuation page (8)

(n) any other document designated as a "Finance Document" under the Senior Facilities Agreement by the Senior Agent and ESG Capital 2 Limited

"Senior Finance Parties" means the Finance Parties as defined in the Senior Facilities Agreement

"Senior Hedge Counterparty" means

(a) any Senior Exchange Rate Hedge Counterparty, and

(b) any Interest Rate Hedge Counterparty

"Senior Lenders" means each Lender (as defined in the Senior Facilities Agreement), Issuing Bank and Ancillary Lender

"Subordinated Debt" has the meaning given to the term "Subordinated Debt" in the Senior Facilities Agreement and the Mezzanine Facility Agreement

"Subordinated Debt Documents" means any document evidencing the terms of Subordinated Debt

Note (2): The Real Property specified in Schedule 2 (*Real Property*) to the Security Document is as follows

None

Note (3): The Bank Accounts specified in Schedule 3 (*Bank Accounts*) to the Security Document is as follows

Bank Account Name	Sort Code	Bank Account Number	Institution at which Bank Account held
Eclipse Acquisitions Limited	207217	40522880	Barclays Bank plc

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Eclipse Acquisitions Limited (04996826)

Continuation page (9)

Note (4): The Investments specified in Schedule 4 (*Investments*) to the Security Document is as follows

Charging Company	Subsidiary	Number and class of shares
Eclipse Acquisitions Limited	Eclipse Scientific Holdings Limited	10,000 ordinary shares
Eclipse Acquisitions Limited	Hypergraph Laboratory Supplies Limited	1 ordinary share

Note (5): The Intra-Group Loan Agreements specified in Schedule 5 (*Intra-Group Loan Agreements*) to the Security Document is as follows

Chargor as Intra-Group Lender	Intra-Group Borrower	Amount (£)
Eclipse Acquisitions Limited	Apple Laboratory Supplies Limited	30,000
Eclipse Acquisitions Limited	Eclipse Scientific Analysis Limited (formerly Microcheck)	63,000
Eclipse Acquisitions Limited	Advanced Micro Services Laboratories Limited	3,909,000
Eclipse Acquisitions Limited	Hypergraph Laboratory Supplies Limited	127,000

Note (6): The Insurances specified in Schedule 6 (*Insurances*) to the Security Document is as follows

Directors & Officers Liability Policy with policy numbers 82175553A and 82175553B held with Chubb Insurance Company of Europe SE as insurer

Directors & Officers Liability Policy with policy number DC703131 held with CNA Insurance Company Limited as insurer

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Eclipse Acquisitions Limited (04996826)</p> <p style="text-align: right;">Continuation page (10)</p> <p>Note (7): The Security Document provides that</p> <ol style="list-style-type: none"> 1 Security: The Company shall not create or permit to subsist any Security over any Charged Asset, nor do anything else prohibited by Clause 25 13 (<i>Negative Pledge</i>) of the Senior Facilities Agreement or the corresponding provision of the Mezzanine Facility Agreement, other than any Permitted Security 2 Disposal: The Company shall not (nor shall it agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Charged Asset except as permitted by Clause 25 14 (<i>Disposals</i>) of the Senior Facilities Agreement or the corresponding provision of the Mezzanine Facility Agreement 3 Conversion by Notice: The Security Agent may convert the floating Charge over all or any of the Charged Assets into a fixed Charge by notice to the Company specifying the relevant Charged Assets (either generally or specifically) <ol style="list-style-type: none"> 3.1 if it has reasonable grounds for considering those assets to be in jeopardy (whether due to a risk of being seized or sold pursuant to any distress, attachment, execution, sequestration or other analogous legal process), and/or 3.2 if an Enforcement Event has occurred 4 Automatic Conversion: If <ol style="list-style-type: none"> 4.1 any Chargor takes any step to create any Security in breach of Clause 7 1 (<i>Security</i>) of the Security Document (as set out in paragraph 1 to this Note (7)) over any of the Charged Assets not subject to a fixed Charge, or 4.2 any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets, <p>the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge</p> <p>For the purposes of this Note (7)</p> <p>"Enforcement Event" means the occurrence of a Senior Acceleration Event or a Mezzanine Acceleration Event</p> <p>"Mezzanine Acceleration Event" means the Mezzanine Agent exercising any of its rights under clause 22 18 (<i>Acceleration</i>) of the Mezzanine Facility Agreement</p> <p>"Senior Acceleration Event" means the Senior Agent exercising any of its rights under clause 26 18 (<i>Acceleration</i>) of the Senior Facilities Agreement</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4996826
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FIXED AND FLOATING SECURITY
DOCUMENT DATED 8 SEPTEMBER 2010 AND CREATED BY
ECLIPSE ACQUISITIONS LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM ANY MEMBER OF THE GROUP
AND BY EACH DEBTOR 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 16 SEPTEMBER
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 SEPTEMBER
2010

LLC



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES