

# M

COMPANIES FORM No. 395

709277/13

# 395

## Particulars of a mortgage or charge

CHFP021

Please do not  
write in  
this margin

Please complete  
legibly, preferably  
in black type, or  
bold black lettering

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

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use



Company number

05341336

Name of company

\* Plethora Solutions Holdings Plc

\* insert full name  
of Company

Date of creation of the charge

27 March 2008

Description of the instrument (if any) creating or evidencing the charge (note 2)

A share mortgage (the "Share Mortgage") dated 27 March 2008 between the Company in favour of Deutsche Trustee Company Limited (as "English Collateral Trustee")

Amount secured by the mortgage or charge

Please see Schedule 2

For terms not otherwise defined in this Form 395 and in Schedules 2 and 3, please see  
Schedule 1

Names and addresses of the mortgagees or persons entitled to the charge

Deutsche Trustee Company Limited (of Deutsche Trustee Company Limited) of Winchester  
House, 1 Great Winchester Street, London EC2N 2DB

Postcode

Presenter's name address and  
reference (if any)

Kirkland & Ellis  
30 St Mary Axe  
London  
EC3A 8AF

Time critical reference

For official Use (02/06)  
Mortgage Section

Post room

MONDAY



A18

\*A33SDYO7\*

07/04/2008

COMPANIES HOUSE

145



Short particulars of all the property mortgaged or charged

Please see Schedule 3

For terms not otherwise defined in this Form 395 and in Schedules 2 and 3, please see Schedule 1

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write in  
this margin

Please complete  
legibly, preferably  
in black type, or  
bold black lettering

Particulars as to commission allowance or discount (note 3)

None

Signed Kwintond Ellis Up

Date 04 04 08

On behalf of ~~{company}~~ [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 situate 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 are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ.



**Schedules to Form 395 to the Share Mortgage entered into by Plethora Solutions Holdings Plc (Company No:05341336) dated 27 March 2008**

**Schedule 1**

**Definitions**

In this form 395

**"Affiliate"** shall mean, with respect to any Person, any other Person that, directly or indirectly, controls is controlled by, or is under common control with, such Person Under no circumstances shall PCH be deemed to be an Affiliate of any Plethora Party

**"Change of Control"** as defined in the Collateral Trust and Intercreditor Agreement

**"Chargor"** means Plethora Solutions Holdings Plc, a company incorporated in England and Wales with registered number 05341336

**"Closing Date"** shall mean 27 March 2008

**"Collateral"** shall mean the property included in the definition of "Collateral" in any of the Security Agreements and Stock Pledge Agreements

**"Collateral Trust Agreement Default"** means (i) prior to the Shared Collateral Termination Date, the failure of Timm to make any payment required under the First Priority RFA Agreement as a result of a "Early Payment Option Event" (as defined in the First Priority RFA Agreement) within the time required under the First Priority RFA Agreement, and (ii) following the Shared Collateral Termination Date, the declaration by the Second Priority Claimholders of the occurrence of an "Event of Default, under, and as defined in the Second Priority Loan Agreement

**"Collateral Trust and Intercreditor Agreement"** means the Collateral Trust and Intercreditor Agreement dated as of the Closing Date, entered into between Timm, Plethora, UK Newco, PCH, ETV and Collateral Trustee substantially in the form of Exhibit L of the Collateral Trust and Intercreditor Agreement

**"Collateral Trustee"** shall mean the collateral trustee or trustees appointed under the Collateral Trust and Intercreditor Agreement and a party to each Security Agreement and each Stock Pledge Agreement

**"Cumulative Revenue Target"** shall mean that the amount of at least two hundred fifty million dollars (\$250,000,000) in Included Products Payment shall have been paid in the aggregate into the UK Initial Concentration Account or the US Initial Concentration Account by December 31, 2012.

**"Early Payment Option Event"** shall mean any of the following events in transaction or occurrence or series or combination of transactions or occurrences

- (a) any Change of Control as defined in the Collateral Trust and Intercreditor Agreement,



(b) any Bankruptcy Event as defined in the Collateral Trust and Intercreditor Agreement,

(c) a Material Adverse Change as defined in the Collateral Trust and Intercreditor Agreement,

(d) the Transfer by any Plethora Party of the Included Products, the Included Products IP, the Included Agreements, or Regulatory Applications and Approvals, provided that without limiting section (g) (ii) below, this section (d) shall only apply to Pipeline Products after the Pipeline Products Inclusion,

(e) the Transfer by Plethora or its Subsidiaries of a majority, calculated by reference to fair market value, of the consolidated assets of Plethora and its Subsidiaries,

(f) Timm fails to pay when due any of the amount in Section 2.02 of the Collateral Trust and Intercreditor Agreement,

(g) any representation, warranty or certification made by any of the Plethora Parties in any of the Transaction Documents or in any certificate at any time given by any of the Plethora Parties in writing shall be materially inaccurate on the date as of which it was made or deemed made, or (ii) there has occurred a material breach of default under any term, covenant or agreement under any Transaction document by any of the Plethora Parties,

(h) there has occurred a breach of or default under any term, covenant, or agreement under any document comprising the ETV Financing or the ETV 2008 Convertible Loan by any of the Plethora Parties, permitting ETV to declare wither loan due and payable, convert any floating charge into a fixed charge over the charged property and/or appoint a receiver of the charged property, or

(i) any of the Plethora, Solutions Timm or UK Newco shall liquidate, dissolve, wind-up, terminate or otherwise cease its operations, or

(j) any Lien (other than Permitted Liens) shall exist on the Collateral

For the purposes of this definition, the term "Included Products", when used within the definitions of any other capitalized terms referred to herein (either directly or indirectly by reference to another capitalized term) shall be deemed to include Pipeline Products before and after the Pipeline Products Inclusion

**"ETV"** shall mean ETV Capital S A and it's Affiliates

**"ETV Financing"** as defined in the Collateral Trust and Intercreditor Agreement

**"ETV 2008 Convertible Loan"** as defined in the Collateral Trust and Intercreditor Agreement

**"Event of Default"** means any Collateral Trust Agreement Default as defined in the Collateral Trust and Intercreditor Agreement

**"Financial Collateral Regulations"** means the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003 No 3226)



**"First Priority Claimholder"** means those parties who may have a claim under the First Priority Transaction Documents

**"First Priority Obligations"** means, collectively, any and all "Obligations" (as defined in the First Priority RFA Agreement) of the Plethora Parties under the First Priority RFA Agreement and other First Priority Transaction Documents.

**"First Priority Representative"** means the First Priority Claimholder (if only one) or any Person appointed by the First Priority Claimholders in writing with a copy to the Collateral Trustees to be the First Priority Representative with respect to the First Priority Claimholders

**"First Priority RFA Agreement"** has the meaning in the Collateral Trust and Intercreditor Agreement

**"First Priority Transaction Documents"** means the First Priority RFA Agreement and other "Transaction Documents" as defined in the First Priority RFA Agreement

**"Mortgage"** means the Share Mortgage

**"Included Products Net Sales"** shall mean, for any period of determination, the aggregate gross sales revenues of the Included Products throughout the world earned during such period, as invoiced by Timm or any other Plethora Party to purchasers of the Included Products less (a) customary cash trade discounts (including chargebacks, retroactive price reductions and inventory management fees to wholesalers) and rebates (whether or not government-mandated) actually granted or paid solely in connection with sales after the Closing, (b) allowances and adjustments actually credited to customers for Included Products that are spoiled, damaged, outdated, obsolete, returned or otherwise recalled and are solely in connection with Included Products sold after the Closing, (c) allowances and adjustments actually credited to customers for a significant recall by Governmental Authority of any Included Product sold after Closing, (d) charges included as part of the aggregate sales for freight, postage, shipping and insurance charges, to the extent invoiced, and (e) taxes, duties or other governmental charges when included in the invoice (provided that the total amounts in clauses (a) through (e) for sales of any Included Product for any period shall not exceed six per cent (6%) of the aggregate gross sales revenues of any Included product) For the avoidance of doubt, (i) the shipment of Included Products in replacement for damaged or expired Included Products for which no additional payments are due from any purchaser shall, together with the initial sale of the damaged or expired Included Products, be considered a single sale of Included Products and (ii) Included Products Net Sales shall Exclude any Excluded Payment Included Product Net Sales also includes any consideration received under any Included Distribution Agreement with respect to any Included Product in addition to payments for the purchase of Included Products, less any applicable deductions of the type specified in clauses (a) through (e) above and excluding any Excluded Payments, Included Product quantities provided free of cost (A) as samples or (B) for use in clinical trials shall be excluded from Included Product Net Sales

**"Included Products Payments"** shall mean the sum of all Included Product Net Sales and Included Products Royalties For the avoidance of doubt, where an Included Agreement could give rise to income that could be characterized as both Included Products Net Sales and Included Product Royalties, such income shall be counted only once



**"Included Products Royalties"** shall mean the Gross Payments as defined in the Collateral Trust and Intercreditor Agreement arising under the Included License Agreements

**"Included Products"** shall mean the Timm Products, PSD502 and PSD510 As in Section 2.02(i) of the Collateral Trust and Intercreditor Agreement upon occurrence of the Pipeline Products Inclusion, the Included Products shall be expanded to include the Pipeline Products The Included Products include any improvements or modifications to all such products and any follow-on and/or cannibalizing products developed, acquired, in-licensed or otherwise Commercialized by any Plethora Party References in the Debenture to the defined term "Included Products" prior to the Pipeline Products Inclusion shall nonetheless include Pipeline Products, except with respect to (a) the Revenue Interests, (b) Article II and Section 5.10 (in each case other than Section 2.02 (i)(a)(D) which addresses upfront and milestone fees under any license agreement relating to Pipeline Products and as necessary to effectuate such provision), or as otherwise in the Collateral Trust and Intercreditor Agreement In the event that the Cumulative Revenue Target shall be met, then references in the Debenture to the defined term "Included Products" shall no longer apply in any respect to the Pipeline Products with effect from January 1, 2013 Notwithstanding the foregoing, in the Debenture (but not any other Transaction Document), the defined terms Included Agreements, Included Distribution Agreements, Included Products IP, Included Products Net Sales, Included Products Payments, Included Products Royalties and Included Supply Agreements shall prior to Pipeline Products Inclusion, again other than with respect to Section 2.02(a)(i)(D) and necessary to effectuate such provision exclude Pipeline Products, except as otherwise specifically provided in the Debenture A Pipeline Product that is commercialized by Timm before or after the Pipeline Products Inclusion shall be deemed to be a Timm Product

**"Included Supply Agreement"** shall mean all Supply Agreements with Third Parties for supply to a Plethora Party by such Third Parties, including those agreements in Exhibit M of the Collateral Trust and Intercreditor Agreement

**"Initial Second Priority Claimholder"** has the meaning in the preamble of the Collateral Trust and Intercreditor Agreement

**"IND"** shall mean an investigational new drug application as defined in 21 C.F.R. Section 312 et seq. filed with FDA in the United States or an equivalent application filed with a Regulatory Agency in any country outside of the United States

**"Initial First Priority Claimholder"** has the meaning in the preamble of the Collateral Trust and Intercreditor Agreement

**Included Products IP"** shall mean all Patents, Confidential Information, Know-How, Trademarks, inventions (whether patentable or unpatentable and whether or not reduced to practice), invention disclosures, registered or unregistered copyrights, and all other technology and intellectual property (including without limitation, biological materials), and all registrations of any of the foregoing, or applications therefore, together with all goodwill, that are in each case (a) now or hereafter owned by, controlled by, issued to, licensed to, licensed by any Plethora Party and (b) claim or cover (in the case of Patents) or relate to, regard or are used in connection with (in the case of the other forms of intellectual property or technology included in the foregoing sentence) any Included Product, throughout the world



**"Know-How"** shall mean materials, compositions, discoveries, ideas, data, processes, methods of manufacture, devices, techniques, algorithms, flow charts, computer software programs or applications (in both source code and object code form), schematics, compositions, formulations, formula, specifications, uses, patterns, compilations and other information that relate to, regard or are used in connection with the Included Products, including, but not limited to (a) medical, chemical, pharmacological and other scientific, technical or clinical data or materials and (b) methodologies and information used in the manufacture, packaging, labelling, development, testing or analysis of the Included Products, that are now or hereafter owned by, controlled by, issued to, licensed to, licensed by any Plethora Party

**"Lockbox Bank"** shall mean, for purposes of the U S Lockbox Agreement, JPMorgan Chase Bank or such other bank or financial institution approved by each PCH and Timm and, for the purposes of the UK Lockbox Agreement, JP Morgan Chase Bank, London Branch or such other bank or financial institution approved by each of PCH and UK Newco

**"Material Adverse Change"** as defined in the Collateral Trust and Intercreditor Agreement

**"NDA"** shall mean a New Drug Application, and all amendments and supplements, for regulatory approval by the FDA as defined in 21 C F R 314.50 et seq, as such act or regulations may be amended, supplemented or replaced from time to time

**"PCH"** shall have the meaning in the first paragraph of the Collateral Trust and Intercreditor Agreement

**"PD502"** shall mean

- (a) the product currently known as PSD502, which is an aerosol formulation of the anaesthetics prilocaine and lidocaine, and
- (b) any current or future anaesthetic product containing or comprised of the same or similar active ingredients as such product, regardless of dosage or method of administration, and any improvement, enhancement, refinement or modification of such product,

for the treatment of premature ejaculation, for the prevention and treatment of pain in wound care, or for any other indications for which it may be developed

**"Person"** means an individual, corporation, partnership, association, trust or other entity or organization, but not including a government or political subdivision or any agency or instrumentality of such government or political subdivision

**"Plethora Party" or "Plethora Parties"** shall mean individually and collectively, respectively Plethora, Timm, Solutions and UK Newco, and any present or future controlled Affiliates thereof, whether or not parties to any Transaction Document, provided, however, that any reference to a "Plethora Party" in any Transaction Document that may be deemed to create an obligation of such Plethora Party shall not create any obligation in respect of a Plethora Party that is not a party, provided, further, that to the extent necessary to implement the purpose of such Transaction Document such reference shall be deemed to require Plethora to cause such Plethora Party to comply with such obligation



**"Plethora-Collateral Trustee Share Mortgage"** shall mean Share Mortgage dated as of the Closing Date substantially in the form of Exhibit K-1 of the Collateral Trust and Intercreditor Agreement by and between Plethora and Collateral Trustee providing for, among other things, the grant of a security interest by Plethora in favour of Collateral Trustee of its interests in UK Newco as security for Plethora's Obligations

**"PSD10"** shall mean

- (a) the product currently known and marketed as INVICORP®, which is a vasoactive intestinal polypeptide together with phentolamine mesylate,
- (b) any formulation of or product containing or comprised of a vasoactive intestinal polypeptide together with phentolamine mesylate, or any derivative thereof and
- (c) any current or future product containing or comprised of the same active pharmaceutical ingredients as such product, regardless of dosage or method of administration and any improvement, enhancement, refinement or modification of such product,

for the local treatment of erectile dysfunction or for any other indications for which it may be developed

**"PCH Payments"** shall have the meaning in Section 2 03(a) of the Collateral Trust and Intercreditor Agreement

**"Permitted Lien"** as defined in the Collateral Trust and Intercreditor Agreement

**"Pipeline Products Inclusion"** shall have the meaning in Section 2 029(i) of the Collateral Trust and Intercreditor Agreement

**"Plethora's Obligations"** means the obligations as set out in Schedule 2 (Amount Secured by the Mortgage or Charge)

**"Put/Call Payment"** shall mean the greater of (a) two hundred and fifty percent (250%) of the PCH Payments funded by PCH, and (b) an amount that would generate an IRR of twenty-five percent (25%) on the PCH payments funded by PCH

**"Receiver"** means an administrator, administrative receiver, receiver and manager or a receiver, in each case, appointed under this Mortgage

**"Regulates Applications and Approvals"** means items specified in Schedule 10 of the Debenture (Regulatory Applications and Approvals) and includes all INDs, NDAs and other regulatory approvals, registrations and applications for registration, and associated materials (including the product dossier) issued by any Regulatory Agency, including the FDA, and all information, data, Know-How, formulations, assays, clinical trial data or other intellectual property contained in such INDs and NDAs, together with all amendments, supplements and updates and all comparable regulatory approvals, registrations and applications for registration, and associated materials throughout the world, that, in each case, are now or hereafter owned by, controlled by, issued to, or granted to the Chargor

**"Regulatory Agency"** shall mean a Governmental Authority with responsibility for the approval of the marketing and sale of drugs in any country



**"Related Rights"** means

- (a) any dividend or interest paid or payable in relation to any of the Shares,
- (b) any stock, shares, securities, rights, moneys or property accruing or offered at any time, (whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise) to or in respect of any of the Shares or in substitution or exchange for or otherwise derived from any of the Shares, and any dividend, interest or other income in respect of any asset referred to in paragraph (b) above

**"Required Representative"** means (i) prior to the Shared Collateral Termination Date, the First Priority Representative, and (ii) following the Shared Collateral Termination Date, the Second Priority Representative

**"Second Priority Claimholders"** means the Initial Second Priority Claimholder and any successor "Lender" as defined in the Second Priority Loan Agreement and any Second Priority Representative

**"Second Priority Loan Agreement"** has the meaning in the preamble of the Collateral Trust and Intercreditor Agreement

**"Second Priority Obligations"** means collectively, any and all "obligations" (described in the Second Priority Transaction Documents) under the Second Priority Loan Agreement and the other Second Priority Transaction Documents

**"Second Priority Representative"** mean the Second Priority Claimholder (if only one) or any Person appointed by the Second Priority Claimholders in writing with a copy to the Collateral Trustees to be the Second Priority Representative with respect to the Second Priority Claimholders

**"Second Priority Transaction Documents"** as defined in the Collateral Trust and Intercreditor Agreement

**"Secured Parties"** means, at any time, the Collateral Trustee, the First Priority Claimholders and the Second Priority Claimholders

**"Security Agreements"** shall mean the UK Newco-Collateral Trustee Debenture and the Timm-Collateral Trustee Security Agreement

**"Security Assets"** means Shares and Related Rights

**"Share Mortgage"** means the Share Mortgage, dated 27 March 2008 between Plethora, as charger, and the English Collateral Trustee

**"Shared Collateral Documents"** means collectively, (i) the Shared US Security Agreement, (ii) the Shared Debenture, (iii) the Shared Timm Equity Pledge Agreement, (iv) the Shared Mortgage, (v) the Timm Lockbox Agreement, (vi) the Solutions Lockbox Agreement and (vii) all evidence of filings and recording made in public offices to provide notice of the assignment and security granted under any of the foregoing.



**"Shared Collateral Termination Date"** means the date on which the payment obligations of the Plethora Parties under the First Priority Transaction Documents, including, without limitation, the obligations to pay the Put/Call Payment (as defined in the First Priority RFA Agreement) have been indefeasibly paid

**"Shared Debenture"** means the Debenture, dated 27 March 2008, between Therapeutics, as chargor, and the English Collateral Trustee

**"Shared Patent Security Agreement"** means the Patent Security Agreement, dated 27 March 2008, between Timm, as grantor, and the U S Collateral Trustee

**"Shared Timm Equity Pledge Agreement"** means the Stock Pledge Agreement, dated 27 March 2008, between Therapeutics, as debtor, and the U S Collateral Trustee, as secured party, with respect to the shares of Timm owned by Therapeutics

**"Shared Trademark Security Agreement"** means the Trademark Security Agreement, dated 27 March 2008, between Timm, as grantor, in favour of the U S Collateral Trustee

**"Shares"** means, subject to the proviso in paragraph (i) of Clause 3.1 ("Charges") of the Share Mortgage the shares in the capital of the Issuer owned by each Chargor specified in Schedule 1 Share Mortgage (The Mortgaged Shares) together with any and all other stocks, shares, debentures, bonds or (without limitation) other securities issued by each Issuer and owned either legally or beneficially at any time now or in the future by a Chargor

**"Solutions"** shall mean Plethora Solutions Limited, a company incorporated in England and Wales under company number 04977609

**"Stock Pledge Agreement"** shall mean the Plethora-Collateral Trustee Share Mortgage and UK Newco-Collateral Trustee Stock Pledge Agreement, collectively

**"Subsidiaries"** as defined in the Collateral Trust and Intercreditor Agreement

**"Timm Lockbox Agreement"** means the Lockbox Agreement to be entered into among JPMorgan Chase Bank, National Association, Timm, individually and as initial calculation agent thereunder, the Initial First Priority Claimholder and the U S Collateral Trustee

**"Timm"** shall have the meaning in the first paragraph of the Collateral Trust and Intercreditor Agreement

**"Timm Products"** shall mean all current and future products Commercialized by Timm

**"Timm-Collateral Trustee Security Agreement"** shall mean the Security Agreement dated as of Closing Date substantially in the form of Exhibit D of the Collateral Trust and Intercreditor Agreement by and between Timm and the Collateral Trustee providing for, among other things, the grant by Timm in favour of the Collateral Trustee of a valid continuing, first perfected lien on and security interest in, the Collateral described therein

**"Trademarks"** shall mean all trademarks, service marks, trade name, trade dress and domain name rights relating to the Included Products, together with all goodwill associated that are now or owned by, controlled by, issued to, licensed to, licensed by any Plethora Party



**"Transaction Document"** shall mean, collectively, the Collateral Trust and Intercreditor Agreement and the other documents in Exhibit A of the Collateral Trust and Intercreditor Agreement

**"U.S. Lockbox Agreements"** shall mean the agreement substantially in the form attached as Exhibit R of the Collateral Trust and Intercreditor Agreement entered into by Timm (both in its individual capacity and as initial calculation agent), PCH, Collateral Trustee and the Lockbox Bank (both in its capacity as a depositary bank and in its capacity as 'bank' (as defined in Section 9-102(a)(8) of the UCC) pursuant to which, among other things, the U S Initial Concentration Account, Timm Concentration Account and U S PCH Concentration Account shall be established and maintained

**"U.S. PCH Concentration Account"** shall mean a segregated account established for the benefit of PCH and maintained at the Lockbox Bank pursuant to the terms of the U S Lockbox Agreements and the Debenture The U S PCH Concentration Account shall be the account into which funds held in the U S Initial Concentration Account or the UK PCH Concentration Account which are payable to PCH pursuant to the Debenture are transferred by the Lockbox Bank in accordance with the terms of the Debenture and the U S Lockbox Agreement and the UK Lockbox Agreement, if applicable

**"UCC"** shall mean the Uniform Commercial Code (or similar or equivalent legislation) as in effect in any applicable jurisdiction

**"UK Initial Concentration Account"** shall mean a segregated account, subject to a control agreement in favour of PCH, established for the benefit of UK Newco and PCH, and maintained at the Lockbox Bank pursuant to the terms of the UK Lockbox Agreement and the Debenture The UK Initial Concentration Account shall be the account into which all Included Products Payments relating to PSD502 and PSD510 that are received by UK Newco are to be remitted

**"UK Newco"** shall mean Plethora Therapeutics Limited

**"UK PCH Concentration Account"** shall mean a segregated account established for the benefit of PCH and maintained at the Lockbox Bank pursuant to the terms of the U K. Lockbox Agreements and this The UK PCH Concentration Account shall be the account into which the funds held in the UK Initial Concentration Account which are payable to PCH pursuant to this Agreement are transferred by the Lockbox Bank in accordance with the terms of this Agreement and the UK Lockbox Agreement and U S Lockbox Agreement, if applicable

**"U.S. Collateral Trustee"** has the meaning in the preamble of the Collateral Trust and Intercreditor Agreement.

**"U.S. Initial Concentration Account"** shall mean a segregated account, subject to a control agreement in favour of PCH, established for the benefit of Timm and PCH, and maintained at the Lockbox Bank pursuant to the terms of the U S Lockbox Agreement and this Agreement The U S Initial Concentration Account shall be the account into which all Included Product Payments relating to the Timm Products are to be remitted

**"UK Newco-Collateral Trustee Stock Pledge Agreement"** shall mean the Stock Pledge Agreement dated as of the Closing Date substantially in the form of Exhibit K of the



Collateral Trust and Intercreditor Agreement by and between UK Newco and Collateral Trustee providing for, among other things, the grant of a security interest by UK Newco in favour of Collateral Trustee of its interests in Timm as security for Plethora's Obligations

**UK Newco-Collateral Trustee Debenture"** shall mean the Debenture dated as of the Closing Date substantially in the form of Exhibit D-1 of the Collateral Trust and Intercreditor Agreement by and between Collateral Trustee and UK Newco providing for, among other things, the grant by UK Newco, in favour of the Collateral Trustee, with full title guarantee in accordance with Law of Properties (Miscellaneous Provisions) Act 1994 and as continuing security for the payment of the secured obligations as set out in the Collateral Trust and Intercreditor Agreement, a valid continuing, first perfected lien on the security interest in, the Collateral described in the Collateral Trust and Intercreditor Agreement



## **Schedule 2**

### **Amount Secured by the Mortgage or Charge**

The First Priority Obligations, the Second Priority Obligations, and certain obligations owing to the Collateral Trustees pursuant to the Collateral Trust and Intercreditor Agreement and the Shared Collateral Documents



### **Schedule 3**

#### **Short Particulars of all the Property Mortgaged or Charged**

## **1 CREATION OF SECURITY**

### **1.1 Charges**

The Chargor, as continuing security for the payment, discharge and performance of all the Secured Obligations hereby, with full title guarantee

- (a) mortgages and charges and agrees to mortgage and charge to the English Collateral Trustee (for the benefit of the Secured Parties), all the Shares held now or in the future by it in the Issuer and/or any nominee on its behalf, the same to be a security by way of first equitable mortgage, and
- (b) mortgages, charges and assigns and agrees to mortgage, charge and assign to the English Collateral Trustee (for the benefit of the Secured Parties), all the Related Rights held now or in the future by it in the Issuer and/or any nominee on its behalf, the same to be a security by way of first equitable mortgage, and
- (c) (to the extent they are not effectively mortgaged or charged pursuant to paragraph (a) or (b) above), charges, the Shares and the Related Rights held now or in the future by it in the Issuer and/or any nominee on its behalf, by way of first fixed charge,

#### **PROVIDED THAT**

- (i) whilst no Event of Default has occurred which is continuing, the Chargor shall be entitled (notwithstanding the security contemplated to be created hereby) to receive all dividends, interest and income from and any property accruing or in respect of the Security Assets, and
- (ii) whilst no Event of Default has occurred which is continuing, the Chargor shall be entitled (notwithstanding the security contemplated to be created hereby) to exercise, or direct the English Collateral Trustee to exercise any voting or other rights attached to any of the Security Assets, provided that it shall not exercise any voting rights in a manner which could reasonably be expected to prejudice the security created under this Mortgage in any material respect

## **2 FURTHER ASSURANCES**

The Chargor shall, at its own expense from time to time, execute and give all such assurances and do all acts and things as the Required Representative may reasonably require or consider desirable under the laws of any jurisdiction governing the Security Assets to enable the English Collateral Trustee to perfect or protect the security intended to be created hereby over the Security Assets or any part thereof or to facilitate the sale of the Security Assets or any part thereof or the exercise by the English Collateral Trustee of any of the rights, powers, authorities and discretions



vested in it or any Receiver of the Security Assets or any part thereof or any such delegate or sub-delegate as aforesaid, including to facilitate vesting all or part of such assets in the name of the English Collateral Trustee or in the names of its nominee, agent or any purchaser To that intent, without prejudice to the generality of the foregoing and subject to the terms and conditions set out in the other Clauses of this Mortgage, the Chargor shall execute all transfers, sales, dispositions and appropriations (whether to the English Collateral Trustee or otherwise) and shall give all notices, orders and directions and make all registrations which the English Collateral Trustee may reasonably request

Without prejudice to the generality of this Clause but subject to the other terms and conditions of this Mortgage, the Chargor will forthwith at the request of the English Collateral Trustee (pursuant to written direction of the Required Representative) execute a legal mortgage, charge or other security at any time over all or any of the Security Assets subject to or intended to be subject to the security constituted by this Mortgage in such form as the English Collateral Trustee may request but containing terms no more onerous than those in this Mortgage





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

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

**COMPANY NO. 5341336  
CHARGE NO. 2**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SHARE MORTGAGE DATED 27  
MARCH 2008 AND CREATED BY PLETHORA SOLUTIONS  
HOLDINGS PLC FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE COMPANY TO DEUTSCHE TRUSTEE  
COMPANY LIMITED AS ENGLISH COLLATERAL TRUSTEE  
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 7 APRIL 2008**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 APRIL 2008**



*Companies House*  
— for the record —



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

PJ