

MG01

Particulars of a mortgage or charge



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LASERFORM

006916/39

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 a Scottish company. To do this, please use form MG01s.

FRIDAY



LVR6ZFWN

LD6

18/12/2009

143

COMPANIES HOUSE

1

Company details

Company number

0 5 3 4 1 3 3 6

Company name in full

Plethora Solutions Holdings Plc

For official use

4

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

0 7 1 2 2 0 0 9

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

£750,000 owing by the Company to the Noteholders pursuant to the Notes which are guaranteed by the Company together with interest, costs, charges and expenses owed to, or incurred directly or indirectly by, the Noteholders in relation to any of the matters mentioned above including (without limitation) costs and expenses incurred in respect of action taken by the Noteholders in relation to the enforcement of this security.

Definitions:

"Initial Noteholders" means Merlin Biosciences Fund III Limited Partnership, a limited Partnership established under the Limited Partnership Act 1907 acting through its general partner, Merlin General Partner III Limited whose registered office is situated at 33 King Street, St. James's, London SW1Y 6RJ and Merlin Biosciences Fund III 2007 Limited, a limited Partnership established under the Limited Partnership Act 1907 acting through the General Partner whose registered office is situated at 33 King Street, St. James's, London SW1Y 6RJ;

"Noteholders" means the registered holders of Notes, from time to time, including the Initial Noteholders, for as long as they are the registered holders of Notes;

Continuation page

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

MG01 - continuation page

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Amount secured

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

Amount secured

"Notes" means up to £750,000 of secured convertible loan notes created pursuant to the Note Instrument;

"Note Instrument" means the instrument dated 29 September 2008, as amended by a deed of amendment dated 22 January 2009, and as may be further amended from time to time, creating up to £750,000 of secured convertible notes;

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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 ✓ Merlin Biosciences Fund III LP

Address 33 King Street, St James's

London

Postcode S W 1 Y 6 R J

Name ✓ Merlin Biosciences Fund III 2007 LP

Address 33 King Street, St James's

London

Postcode S W 1 Y 6 R J

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

Definitions as used in the Debenture:

"Initial Noteholders" means Merlin Biosciences Fund III Limited Partnership, a limited Partnership established under the Limited Partnership Act 1907 acting through its general partner, Merlin General Partner III Limited whose registered office is situated at 33 King Street, St. James's, London SW1Y 6RJ and Merlin Biosciences Fund III 2007 Limited, a limited Partnership established under the Limited Partnership Act 1907 acting through the General Partner whose registered office is situated at 33 King Street, St. James's, London SW1Y 6RJ;

"Mortgaged Property" means any property hereby legally mortgaged pursuant to sub-clause 3.1.1 below;

"Notes" means up to £750,000 of secured convertible loan notes created pursuant to the Note Instrument;

"Noteholders" means the registered holders of Notes, from time to time, including the Initial Noteholders, for as long as they are the registered holders of Notes;

"Note Instrument" means the instrument dated 29 September 2008, as amended by a deed of amendment dated 22 January 2009, and as may be further amended from time to time, creating up to £750,000 of secured convertible notes;

"Secured Liabilities" means the sum of up to £750,000, owing by the Company to the Noteholders pursuant to the Notes which are guaranteed by the Company together with interest, costs, charges and expenses owed to, or incurred directly or indirectly by, the Noteholders in relation to any of the matters mentioned above including (without limitation) costs and expenses incurred in respect of action taken by the Noteholders in relation to the enforcement of this security;

(Continued on attached continuation page)

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

- 3.1 As a continuing security for the payment of the Secured Liabilities the Company charges with full title guarantee to the Noteholders:
- 3.1.1 by way of legal mortgage all freehold and leasehold property of the Company both present and future and all buildings fixtures and fittings (including trade fixtures and fittings), and fixed plant and machinery of the Company both present and future from time to time on any such property;
 - 3.1.2 by way of fixed charge all other plant, machinery and all vehicles, computers, office and other equipment and furniture of the Company both present and future;
 - 3.1.3 by way of fixed charge all book and other debts revenues and claims both present and future (including things in action which may give rise to a debt revenue or claim) due or owing or which may become due or owing to or purchased or otherwise acquired by the Company and the full benefit of all rights and remedies relating to such book and other debts revenues and claims including (but not limited to) any negotiable or non-negotiable instrument guarantees indemnities debentures legal and equitable charges and other security reservations or priority rights, rights of tracing liens and all other rights and remedies of any nature in respect of such property;
 - 3.1.4 by way of fixed charge the benefit of all contracts, agreements, insurance policies and contracts of insurance, rights, securities, covenants, guarantees, bonds and indemnities of any nature now or at any time enjoyed or held by the Company and relating to the Mortgaged Property (including without limitation all insurance policies and contracts of insurance and any agreements entered into between the Company and any contractor relating to the design, construction or development of or of any part of the Mortgaged Property or any buildings thereon);
 - 3.1.5 to the extent that the same do not fall within any other sub-paragraph of this paragraph 3.1 and are not effectively assigned under Clause 4.1 (Assignments) by way of fixed charge all of the Company's rights and benefits under the Material Contracts;
 - 3.1.6 by way of fixed charge the uncalled capital and goodwill and all patents, trade marks, trade names, registered designs and copyrights and all licences and ancillary and connected rights relating to the intangible property both present and future of the Company;
 - 3.1.7 by way of fixed charge all stocks, shares and securities which are now or may at any time hereafter be registered in the name of or beneficially owned by the Company or its nominees which charge shall include all dividends, interest and other distributions paid or payable in respect thereof and all accretions, options, benefits, rights, moneys, property or other advantages accruing or offered at any time by way of bonus, capitalisation, redemption rights or otherwise to the holder thereof or in respect thereof,
 - 3.1.8 by way of floating charge all other undertaking and assets of the Company both present and future including any property assets and undertaking of the Company not effectively charged by way of legal mortgage assignment or fixed charge pursuant to sub-clauses 3.1.1 to 3.1.7 above,
- but excluding from the scope of paragraphs 3.1.1 to 3.1.8 all intercompany balances owing to the Company from its subsidiaries and subsidiary undertakings.

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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

N/A

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).

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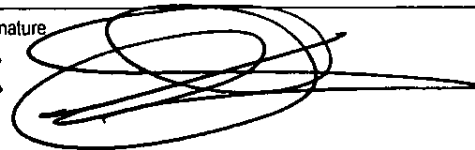
Signature

Please sign the form here.

Signature

Signature

X



X

This form must be signed by a person with an interest in the registration of the charge.

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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

Company name

Morrison & Foerster

Address CityPoint

One Ropemaker Street

London

Post town

County/Region

Postcode

E

C

2

Y

9

A

w

Country

DX

Telephone 0207 920 4081



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 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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5341336
CHARGE NO. 4**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 7 DECEMBER
2009 AND CREATED BY PLETHORA SOLUTIONS HOLDINGS
PLC FOR SECURING £750,000 DUE OR TO BECOME DUE FROM
THE COMPANY TO THE NOTEHOLDERS 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 18
DECEMBER 2009**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 31 DECEMBER
2009**

plc



Companies House
— for the record —



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