

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



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 NO

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

FRIDAY



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12/03/2010
COMPANIES HOUSE

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1

Company details

Company number 0 5 3 8 2 2 6 2

Company name in full LAB 21 LIMITED

8

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 0 3 / 0 3 / 2 0 1 0

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Debenture dated 3 March 2010 granted by Lab 21 Limited (company number
05382262) (the **Borrower**) in favour of Kreos Capital III(UK) Limited
(company number 05981165) (the **Lender**)

4

Amount secured

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

Amount secured

All monies, indebtedness, liabilities and
obligations, whether principal, interest or
otherwise, which are now or may at any time in the
future be due, owing or incurred by the Borrower to
the Lender whether actual or contingent and whether
alone, severally or jointly as principal guarantor,
surety or otherwise and in whatever name or style
or in any other manner, including the sum of
£1,500,000

Continuation page

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

MG01

Particulars of a mortgage or charge

5		Mortgagee(s) or person(s) entitled to the charge (if any)	
		Please give the name and address of the mortgagee(s) or person(s) entitled to the charge	Continuation page Please use a continuation page if you need to enter more details
Name	Kreos Capital III(UK) Limited		
Address	25-28 Old Burlington Street		
	London		
Postcode	W 1 S 3 A N		
Name			
Address			
Postcode			
6		Short particulars of all the property mortgaged or charged	
		Please give the short particulars of the property mortgaged or charged	Continuation page Please use a continuation page if you need to enter more details
Short particulars		<p>1 All the present and future right, title and interest of the Borrower in and to the following assets which are at any time owned by the Borrower or in which the Borrower from time to time has an interest</p> <p>1 1 by way of first legal mortgage all freehold, leasehold or other immovable property now vested in or charged to the Borrower,</p> <p>1 2 by way of first fixed charge</p> <p>(a) all other freehold, leasehold and other immovable property now or in the future belonging to the Borrower (and not charged by clause 1 1),</p> <p>(b) all plant and machinery now or in the future belonging to the Borrower other than fixed plant and machinery charged under clauses 1 1 and 1 2(a),</p> <p>(c) all computers, vehicles, office equipment and other equipment,</p> <p>(d) all cash of the Borrower,</p> <p>(e) all present and future book debts and other debts, rentals, fees, VAT and monetary claims and all other amount at any time recoverable or receivable by, or due or owing to, the Borrower (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with,</p> <p>(1) the benefit of all rights, guarantees, securities and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar association rights), and</p> <p>(11) all proceeds of any of the foregoing,</p> <p>(the Receivables)</p> <p>PLEASE SEE CONTINUATION SHEET</p>	

MG01

Particulars of a mortgage or charge

7

Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- 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

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

× Speedily Brzham Up ×

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

MG01

Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name

Tabatha Mossman

Company name

Speechly Bircham LLP

Address

6 New Street Square

London

Post town

County/Region

Postcode

E

C

4

A

3

L

X

Country

DX

DX 54 Chancery Lane

Telephone

020 7427 6400



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

MG01 - continuation page

Particulars of a mortgage or charge



6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(f) all stocks, shares and other securities now or in the future belonging to the Borrower (either legally or beneficially) together with all dividends and all other rights deriving from them,</p> <p>(g) the goodwill of the Borrower and its uncalled capital both present and future,</p> <p>(h) the benefit of all legal and beneficial interests of the Borrower (in any part of the world) in inventions, improvements, modifications, processes, formulae, know-how, designs, models, prototypes, sketches, drawings, plans, business names, licences, patents, patent applications, trademarks (registered and unregistered), service marks, designs (registered and unregistered) and any other intellectual property rights of every kind, together with choses in action and claims and all fees, royalties and other rights of every kind deriving from them now or in the future belonging to the Borrower (Intellectual Property),</p> <p>(i) all policies and contracts of insurance issued or entered into for the benefit of or by the Borrower and all rights, claims and interests which the Borrower has from time to time in any such policy or contract</p> <p>1 3 The Borrower assigns and agrees to assign absolutely to the Lender (to the fullest extent assignable or capable of assignment without first infringing any contractual provision restricting the same (unless any applicable consent or waiver to any such consent has been granted)) and subject to a proviso for reassignment on redemption in accordance with clause 19 of the debenture, the benefit of all its right, title and interest to, in and under all present and future</p> <p>1 3 1 the Receivables,</p> <p>1 3 2 goodwill of the Borrower and its uncalled capital both present and future,</p> <p>1 3 3 Intellectual Property,</p> <p>1 3 4 policies and contracts of insurance issued or entered into for the benefit of or by the Borrower and all rights, claims and interests which the Company has from time to time in any such policy or contract</p> <p>1 4 To the extent not validly and effectively charged by way of first mortgage pursuant to clause 1 1 or fixed charge pursuant to clause 1 2 or effectively assigned pursuant to clause 1 3, the Borrower by way of first floating charge charges the whole of the Borrower's undertaking and all its property and assets whatsoever and wheresoever present and future</p> <p>PLEASE SEE CONTINUATION SHEET</p>	

MG01 - continuation page

Particulars of a mortgage or charge



6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1 5 A reference in the debenture to a mortgage, assignment or charge of any freehold or leasehold property includes all buildings and fixtures on the property, the proceeds of sale of any part of that property, any licence, agreement for sale or agreement for lease in relation to that property and the benefit of any covenants for title given or entered into by any predecessor in title of the Borrower in respect of that property or any monies paid or payable in respect of those covenants</p> <p>1 6 The security from time to time constituted by or pursuant to the debenture shall be in addition to and shall not prejudice, determine or affect any other security which the Lender may from time to time hold for or in respect of all or any part of the Obligations hereby secured No prior security held by the Lender over the property charged by the debenture or any part of it shall merge in the security created hereby or pursuant to the debenture which will remain in full force and effect as a continuing security until discharged by the Lender</p> <p>1 7 There shall be excluded from the charge created by clause 1 and from the operation of clause 16 of the debenture any leasehold property held by the Borrower under a lease which either precludes absolutely or conditionally (including requiring the consent of any third party) the Borrower from creating any charge over its leasehold interest in that property (each an "Excluded Property") until the relevant condition or waiver has been satisfied or obtained</p> <p>1 8 For each Excluded Property, the Borrower undertakes to apply for the relevant consent or waiver of prohibition or condition within fourteen days of the date of this deed and, in respect of each Excluded Property which provides that the relevant third party will not unreasonably withhold its consent to charging, to use all reasonable endeavours to obtain that consent as soon as possible and to keep the Lender informed of the progress of its negotiations.</p> <p>1 9 Forthwith upon receipt of the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to the Lender under clause 1 If required by the Lender at any time following receipt of that waiver or consent, the Borrower will forthwith execute a valid legal mortgage in such form as the Lender shall reasonably require</p>	

MG01 - continuation page

Particulars of a mortgage or charge



6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>2 RESTRICTIONS ON DEALING</p> <p>2 1 Other than as set out at clause 2 2, the Borrower shall not without the prior written consent of the Lender</p> <p>2 1 1 create or permit to subsist any mortgage, charge, pledge, hypothecation, lien or other security interest on any of its assets other than the debenture,</p> <p>2 1 2 save in the normal course of trading at not less than market value sell, transfer, lease, lend or otherwise dispose of the whole or any part of its undertaking or of its assets (whether by a single transaction or a number of transactions and whether related or not) or enter into any agreement or grant any option for any such sale, transfer, lease, loan or other disposal,</p> <p>2 1 3 part with possession of any freehold or leasehold property (including real property), grant or agree to grant any option or any licence tenancy or other right of occupation to any person or exercise the powers of leasing or agreeing to lease or of accepting or agreeing to accept surrenders conferred by Sections 99 and 100 of the Law of Property Act 1925 provided that such restrictions shall not be construed as a limitation on the powers of any receiver appointed under the debenture and being an agent of the Borrower and the Lender may grant or accept surrenders of leases without restriction</p> <p>2 2 Nothing in the debenture shall prevent the continuing existence or enforcement of the security documents over the assets of the Borrower already in place at the date of the debenture subject to the First Intercreditor Deed</p> <p>3 COVENANTS BY THE BORROWER</p> <p>3 1 The Borrower shall</p> <p>3 1 1 keep and maintain all buildings and all plant, machinery, fixtures and fittings in good repair and condition and permit any person or persons nominated by the Lender free access upon reasonable notice to view the state and condition of them,</p> <p>3 1 2 insure and keep insured (at its own expense) such of its property as is insurable with such insurer and against such risks and in such amounts and otherwise in such terms as specified in clause 12 of the Loan Agreement dated 3 March 2010,</p> <p>3 1 3 apply any insurance proceeds in making good the loss or damage or at the Lender's option in or towards the discharge of the Secured Obligations secured by the debenture,</p> <p>3 1 4 punctually pay all rents, taxes, duties, assessments and other outgoings and observe and perform all restrictive and other covenants under which any of the property subject to the debenture is held,</p> <p>3 1 5 deal with its Receivables and all licence fees, royalties and other monies deriving from its Intellectual Property in accordance with any directions from time to time given in writing by the Lender and in default of and subject to any such directions not release, factor, sell at discount, charge, assign or otherwise deal with such Receivables</p> <p>3 1 6 permit the Borrower's bank to furnish directly to the Lender from time to time upon request full statements and particulars of all the Borrower's accounts with bank and such other financial statements information respecting the assets and liabilities of the Borrower as are from time to time available to bank,</p> <p>3 1 7 if so requested, deposit with the Lender all deeds certificates and documents constituting or evidencing title to the property or any part of the property charged by the debenture and all insurance policies,</p> <p>3 1 8 comply with the provisions of all present or future law, regulations, instruments and directives and every notice, order or direction made under any of the foregoing and any requirements of any competent authority and all other licences, approvals and consents,</p> <p>3 1 9 provide the Lender with all financial and other information with respect to the assets, liabilities and affairs of the Borrower and its subsidiaries and associated companies (if any) that the Lender may from time to time require</p>	

MG01 - continuation page

Particulars of a mortgage or charge



6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>3 1 10 notify the Lender within 10 Business Days of receipt of every material notice, order or proposal given or made in relation to the Security Assets by any competent authority, and (if required by the Lender) immediately provide it with a copy of the same and either (1) comply with the same or (2) make any objections which the Lender may require or approve,</p> <p>3 1 11 comply with all covenants and obligations affecting any of the Security Assets (or the manner of use of any of them),</p> <p>3 1 12 not, except with the prior written consent of the Lender, enter into any onerous or restrictive obligation affecting any of the Security Assets,</p> <p>3 1 13 if required by the Lender in writing, deposit with the Lender all deeds and documents of title relating to the Security Assets,</p> <p>3 1 14 provide the Lender with all information which it may reasonably request in relation to the Security Assets,</p> <p>3 1 15 not do, cause or permit to be done anything which will in any way materially depreciate, jeopardise or otherwise prejudice the value or marketability of any of the Security Assets (or make any omission which has such an effect),</p> <p>3 1 16 without prejudice to clause 5 1 1 but in addition to the restrictions in that clause, the Borrower will not sell, assign, charge, factor or discount or in any other manner deal with any of the Receivables without the prior written consent of the Lender and must collect all Receivables promptly in the ordinary course of trading as agent for the Lender,</p> <p>3 1 17 notify the Lender if it intends to acquire any estate or any interest in any freehold or leasehold property and will further notify the Lender promptly in writing of the actual acquisition by it of any such freehold or leasehold land</p> <p>3 2 If the Borrower shall fail to perform any of its obligations under clause 3 1, then the Lender may take such steps as it considers appropriate to procure the performance of such obligation and shall not thereby be deemed to be a mortgagee in possession and the monies reasonably expended by the Lender shall be reimbursed by the Borrower on demand and until so reimbursed shall carry interest as mentioned in clauses 2 1 and 2 2 of the debenture from the date of payment to the date of reimbursement</p> <p>POWER OF ATTORNEY</p> <p>The Borrower irrevocably appoints the Lender, any Receiver and any person nominated by the Lender jointly and also severally to be the attorney of the Borrower with the power of substitution and in its name and otherwise on its behalf and as its act and deed to sign or execute all deeds instruments and documents which the Lender or any Receiver or any person nominated by the Lender may require or deem proper for any of the purposes of or which the Borrower ought to do under the debenture The Borrower agrees to ratify and confirm anything such attorney shall lawfully and properly do</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5382262
CHARGE NO. 8**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 3 MARCH
2010 AND CREATED BY LAB 21 LIMITED FOR SECURING ALL
MONIES, INCLUDING THE SUM OF £1,500,000, DUE OR TO
BECOME DUE FROM THE COMPANY TO KREOS CAPITAL III
(UK) LIMITED ON ANY ACCOUNT WHATSOEVER WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 12 MARCH 2010**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 MARCH 2010



Companies House
— for the record —



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