

MG01

Particulars of a mortgage or charge



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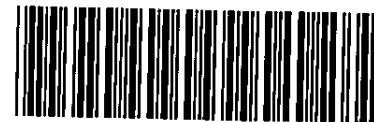
**A fee is payable with this form.**

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

FRIDAY



A14 \*A5IHBLJT\* 09/07/2010 199  
COMPANIES HOUSE

**1 Company details**

Company number 0 5 6 6 1 2 3 5

Company name in full R5 PHARMACEUTICALS LIMITED  
(the "Subsidiary")

For official use  
b  
→ **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 d2 d8 m0 m6 y2 y0 y1 y0

**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 T Deed of Accession dated 28 June 2010 (the "Deed") to a debenture dated 18  
June 2010 (the "Debenture")

**4 Amount secured**

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

Amount secured See continuation page

**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 Lloyds TSB Bank plc (the "Security Trustee")

Address 25 Gresham Street

London

Postcode E C 2 V 2 H 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 See continuation page

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### 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 *Walker Morris* 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 Joanna Ellis (JGE/LB 2-1221)

Company name Walker Morris Solicitors

Address Kings Court

12 King Street

Post town Leeds

County/Region

Postcode L S 1 2 H L

Country

DX DX 12051 Leeds 24

Telephone 0113 2832500



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**

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## Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>By clause 3 of the Deed, the Subsidiary undertook to be bound by all the covenants and agreements in the Debenture which are expressed to be binding on a Chargor as if the Subsidiary were a Chargor listed in Schedule 1 of the Debenture</p> <p>4 1 By clause 2 of the Debenture each Chargor hereby covenants with the Security Trustee for itself and/or on behalf of each Beneficiary that it will on demand in writing made to it by the Security Trustee for itself and/or on behalf of each Beneficiary (provided such sums are due and payable) pay and discharge to the Security Trustee all monies and liabilities now or in the future due, owing or incurred by such Chargor to each Beneficiary under or pursuant to the Finance Documents</p> <p>4 2 Payment of the Secured Liabilities direct to the relevant Beneficiary in accordance with the provisions of the relevant Finance Document will (subject to the provisions of clauses 14 and 24 of the Debenture) be a good discharge of the above covenant</p> <p>The terms defined in this form have the same meaning as given to them at paragraph 4 3 below, unless otherwise stated</p> <p>4 3 Definitions</p> <p>4 3 1 <b>Acquisition Agreement</b> means any agreement to be entered into by any Group Company and any proposed seller in relation to the acquisition by that Group Company of any Target and all agreements entered into in favour of any Chargor pursuant to or supplemental thereto,</p> <p>4 3 2 <b>Acquisition Agreement Claims</b> means in relation to a Chargor all of its right, title and interest and benefit in and to, and any sums payable to it pursuant to, all representations, warranties, undertakings and indemnities to, agreements with and security to be provided in favour of it, and any rights of abatement or set-off, and all other rights of recovery under or pursuant to an Acquisition Agreement,</p> <p>4 3 3 <b>Beneficiaries</b> mean the Agent, the Arranger, the Security Agent, the Lenders, a Hedge Counterparty or any Ancillary Lender (as those expressions are defined in the Facility Agreement), the Settlement Bank and the Security Trustee,</p> <p>4 3 4 <b>Charged Assets</b> means all assets, rights and property of the Chargors the subject of any security created hereby or pursuant hereto and each and every item included therein or part or parts thereof,</p> <p>4 3 5 <b>Chargors</b> means the Subsidiary and the companies details of which are set out in Schedule 1 to the Debenture (together the <b>Chargors</b> and each a <b>Chargor</b>) at the date of the Debenture detailed as the following</p> <p>(a) AESICA PHARMACEUTICALS LIMITED (Company Number 01588033) whose registered office is at Windmill Industrial Estate, Cramlington, Northumberland NE23 3JL</p>	

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Particulars of a mortgage or charge

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### Amount secured

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

Amount secured

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## Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>(b) AESICA QUEENBOROUGH LIMITED (Company Number 06350087) whose registered office is at Windmill Industrial Estate, Cramlington, Northumberland NE23 3JL</p> <p>And each other company which enters into a Deed of Accession</p> <p>4 3 6 <b>Facility Agreement</b> means an agreement dated 18 June 2010 and made between Aesica Pharmaceuticals Limited, Aesica Queenborough Limited and Lloyds TSB Bank plc and any document or agreement amending, supplementing, extending, novating, replacing, rescheduling or varying the same,</p> <p>4 3 7 <b>Finance Documents</b> means the Finance Documents (as defined in the Facility Agreement) as the same may be varied, amended, supplemented, substituted, replaced or novated from time to time and expressly including (without limitation) the Hedging Agreements and the Settlement and Other Facilities Documents as defined in the Facility Agreement,</p> <p>4 3 8 <b>Intellectual Property Rights</b> means in relation to a Chargor, all its patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), business names, rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semi-conductor products), trade secrets, know-how and confidential information and all similar and/or equivalent rights, including all rights under any agreements to use any of the above, licences and permissions relating thereto and, in each case, any extensions and renewals of, and any applications for, such rights,</p> <p>4 3 9 <b>Permitted Security</b> has the meaning given to it in the Facility Agreement,</p> <p>4 3 10 <b>Receiver</b> means a receiver and manager or (if the Security Trustee so specifies in the appointment and an administrative receiver may be appointed to any Chargor) an administrative receiver appointed by the Security Trustee under the Debenture,</p> <p>4 3.11 <b>Secured Liabilities</b> means all monies, obligations and liabilities whether principal, interest or otherwise which are now or at any time hereafter may become due, owing or incurred to the Security Trustee and/or the Beneficiaries or any of them, in each case under the Finance Documents, by each Chargor and covenanted and/or guaranteed to be paid or discharged by each Chargor to the Beneficiaries under clause 2 of the Debenture (as detailed in paragraph 4 above) and whether as principal debtor, guarantor, surety and whether alone or jointly with any other person or company or otherwise,</p> <p>4 3 12 <b>Security</b> 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>4 3.13 <b>Security Period</b> means the period beginning on the date of the Debenture and ending on the Discharge Date,</p>	

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Particulars of a mortgage or charge

<b>4</b>	<b>Amount secured</b>	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured		



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### Particulars of a mortgage or charge

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#### Amount secured

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

Amount secured

4 3 14 **Settlement Bank** means Lloyds TSB Bank plc as the provider of the Settlement and Other Facilities (as defined in the Facility Agreement) and any other banking credit or financing facilities to any of the Chargors, or such other bank as may from time to time be a provider of Settlement and Other Facilities,

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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>6 1 the Subsidiary as continuing security for the discharge of the Secured Liabilities with full title guarantee by the Deed and by the Debenture in favour of the Security Trustee (as agent and trustee for itself and the Beneficiaries) assigns and charges to the Security Trustee on its own behalf and on behalf of the Beneficiaries absolutely -</p> <p>6 1 1 by way of first legal mortgage</p> <p>(a) the properties now vested in the Subsidiary referred to in the Schedule hereto and/or the proceeds of sale thereof together with all buildings fixtures (including trade fixtures) and fixed plant and machinery at any time thereon (whether under any agreement, option, licence, charge, lien or otherwise) and the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor and any monies paid or payable in respect of such covenants, and</p> <p>(b) all other interests or estates in any freehold or leasehold properties belonging to the Subsidiary at the date hereof,</p> <p>6 1 2 by way of specific equitable charge all estates or interests in any freehold or leasehold properties (except the properties referred to in paragraphs 6 1 1(a) and 6 1.1(b) above) at any time hereafter during the Security Period belonging to or charged to the Subsidiary and/or the proceeds of sale thereof together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery at any time thereon (whether under any agreement, option, licence, charge, lien or otherwise) and the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title of the Subsidiary and any monies paid or payable in respect of such covenants,</p> <p>6 1 3 by way of assignment (subject always to reassignment upon redemption) all the right title and interest of the Subsidiary (if any) in the Acquisition Agreement Claims,</p> <p>6 1 4 by way of first fixed charge</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	
	<p>(a) all book debts and other debts and other monetary claims whether actual or contingent now or at any time during the Security Period due or owing to the Subsidiary and the benefit of all things in action due or owing to or purchased or otherwise acquired by such the Subsidiary or to or in which the Subsidiary may now or at any time hereafter be or become entitled or interested, together with the full benefit of all rights and remedies relating thereto including any negotiable or non-negotiable instruments, guarantees, bonds, indemnities, debentures, legal and equitable charges and other security, reservation or proprietary rights, rights of tracing, liens and all other rights and remedies of whatsoever nature in respect of the same but excluding those debts, rights and remedies charged by other sub-clauses of this paragraph 6 1,</p> <p>(b) all credit balances and bank deposits with any person excluding those standing to the credit of the Holding Account and Mandatory Prepayment Account (as defined in the Facility Agreement) and any bank account with Lloyds TSB Bank plc,</p> <p>(c) all sums standing to the credit of the Holding Account and Mandatory Prepayment Account,</p> <p>(d) all sums standing to the credit of any bank account with Lloyds TSB Bank plc</p> <p>(e) all the plant and machinery, vehicles, computers and other equipment of the Subsidiary now or hereafter owned by the Subsidiary and all spare parts, replacements, modifications and additions for or to the same and the full benefit of all warranties and maintenance contracts in relation thereto but excluding any of the same for the time being forming part of the Chargor's stock in trade or work in progress,</p> <p>(f) all stocks, shares, securities or other interests (together with all rights in respect thereof or incidental thereto) in relation to Group Companies whether marketable or otherwise now or at any time during the Security Period belonging to such the Subsidiary,</p> <p>(g) all stocks, shares, securities or other interests (together with all rights in respect thereof or incidental thereto) in relation to Group Companies whether marketable or otherwise now or at any time during the Security Period belonging to the Subsidiary,</p> <p>(h) the full benefit of all present and future Insurances and all proceeds thereof and all bonuses and other monies, benefits and advantages that may be or become payable or accrue thereunder or under any substituted policy and all the right, title and interest whatsoever of the Subsidiary therein together with all rights and remedies relating thereto,</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	<p>(i) all its present and future Intellectual Property Rights,</p> <p>(j) the benefit of all or any licences presently held or hereafter acquired by the Subsidiary in connection with its business or the use of any of the Charged Assets and the right to recover and receive all compensation which may at any time become payable to it in respect thereof,</p> <p>(k) any beneficial interest, claim or entitlement of the Subsidiary in any pension fund,</p> <p>(l) the goodwill and the uncalled capital of of the Subsidiary both present and future, and</p> <p>(m) all amounts realised upon the enforcement or execution of any order of the court in favour of the Subsidiary under sections 212, 213, 214, 238, 239, 244 and/or 423 of the Insolvency Act 1986,</p> <p>6 1 5 by way of floating charge the undertaking and all property, assets and rights of the Subsidiary whatsoever and wheresoever both present and future (including without limitation the property, assets and rights of the Subsidiary referred to in clauses 6 1 1 to 6 1 4 (inclusive) if and in so far as such mortgages and/or charges therein comprised or any part or parts of the same shall be for any reason ineffective as such</p> <p>6 2</p> <p>6 2 1 No Chargor shall during the Security Period without the prior consent in writing of the Security Trustee</p> <p>(a) create or permit to exist any Security (other than a Permitted Security) on or affecting the Charged Assets,</p> <p>(b) sell, transfer, lease, lend or otherwise dispose of, whether by a single transaction or a number of transactions and whether related or not the whole or any part of the Charged Assets save for Permitted Disposals (as defined in the Facility Agreement) and/or disposals in the ordinary course of trading of any Charged Assets which are subject only to the floating charge comprised in clause 3.1.5 of the Debenture (as detailed in paragraph 6.1 5 above) before that charge has crystallised or, for as long as the Facility Agreement remains in force, as permitted by the Facility Agreement,</p> <p>6 5 If, without the Security Trustee's prior written consent or as expressly permitted under the Facility Agreement</p> <p>6 5 1 any Chargor resolves to take or takes any steps to</p> <p>(a) charge or otherwise encumber any of the Charged Assets subject to a floating charge otherwise than by way of Permitted Security,</p>

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Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
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

(b) create a trust over any of the Charged Assets subject to a floating charge other than pursuant to the terms of any Permitted Security,

(c) dispose of any of the Charged Assets subject to a floating charge except as expressly permitted or with the prior written consent of the Security Trustee or by way of sale in the ordinary course of such Chargor's trading or by way of Permitted Disposal,

6 5 2 any person resolves to take or takes any step to levy any distress, execution, sequestration or other process against any Charged Asset subject to a floating charge,

then the floating charge created by clause 3.1 5 of the Debenture (as detailed in paragraph 6.1 5 above) shall be automatically and instantly crystallised (without the necessity of notice) into a fixed charge over such Charged Assets

6 6 the floating charge comprised in clause 3 1 5 of the Debenture (as detailed in paragraph 6.1 5 above) is a qualifying floating charge for the purposes of paragraph 14(1) of Schedule B1 to the Insolvency Act 1986 and that paragraph 14(2) of that Schedule applies to that floating charge

Note

1 The Debenture gives the Security Trustee the power to appoint a Receiver

2 The Debenture contains a power of attorney

Schedule 1

The Properties

None listed at the date of the Deed



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

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

**COMPANY NO. 5661235  
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEED OF ACCESSION DATED 28  
JUNE 2010 AND CREATED BY R5 PHARMACEUTICALS LIMITED  
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
EACH CHARGOR TO LLOYDS TSB BANK PLC (THE "SECURITY  
TRUSTEE") AND/OR THE BENEFICIARIES OR ANY OF THEM 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 9 JULY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 JULY 2010



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES