

# MG01

## Particulars of a mortgage or charge



iris  
LASERFORM

### A fee is payable with this form.

We will not accept this form unless you send the correct fee  
Please see 'How to pay' on the last page

✓ **What this form is for**  
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland

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

TUESDAY



LD5 19/07/2011 29  
COMPANIES HOUSE

## 1 Company details

Company number 06979672

Company name in full THE BINDING SITE CORPORATION LIMITED (the "Company")

For official use

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

## 2 Date of creation of charge

Date of creation 06/07/2011

## 3 Description

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

Description Fixed and Floating Security Document (the "**Debenture**") dated 06 July 2011 between amongst  
others, the Company and HSBC Security Trustee Company (UK) Limited (the "**Security Agent**", as  
security agent for the benefit of the Secured Parties (including its successors in title, permitted  
assigns and permitted transferees or any persons appointed as security agent in accordance with  
the Intercreditor Agreement as defined below))

## 4 Amount secured

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

Amount secured Please see attached continuation page

**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 HSBC Corporate Trustee Company (UK) Limited

Address Corporate Trust and Loan Agency

Level 24, 8 Canada Square, London

Postcode E 1 4 5 H Q

Name

Address

Postcode

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

#### Continuation page

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

Short particulars

Please see attached continuation pages



# 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

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 870)

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 866). 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 *Linhtaten LHP*

X

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 C. Wang / J Zipfinger

Company name Linklaters LLP

Address One Silk Street

Post town London

County/Region London

Postcode E C 2 Y 8 H Q

Country UK

DX 10 LONDON/CITY

Telephone 020 7456 2000



**Certificate**

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



**Checklist**

**We may return forms completed incorrectly or with information missing.**

**Please make sure you have remembered the following.**

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



**Important information**

Please note that all information on this form will appear on the public record.



**How to pay**

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

Make cheques or postal orders payable to 'Companies House'.



**Where to send**

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

**For companies registered in England and Wales.**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland:**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland:**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



**Further information**

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](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)**



## **Amount Secured**

Continuation page (1)

The Binding Site Corporation Limited (Company Number 06979672)

**"Secured Obligations"** means all obligations covenanted to be discharged by each Chargor in Clause 2.1 (*Covenant to Pay*) of the Debenture

### **Clause 2.1 (*Covenant to Pay*) of the Debenture states that**

Each Chargor covenants with the Security Agent as security agent for the Secured Parties that it shall on demand of the Security Agent discharge all obligations which such Chargor may at any time have to the Security Agent (whether for its own account or as security agent for the Secured Parties) or any of the other Secured Parties under or pursuant to the Finance Documents (including the Debenture and any Mortgage) including any liability in respect of any further advances made under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) and such Chargor shall pay to the Security Agent when due and payable every sum at any time owing, due or incurred by such Chargor to the Security Agent (whether for its own account or as security agent for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities provided that neither such covenant nor the security constituted by the Debenture or any Mortgage shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law



## **Short particulars of all the property mortgaged or charged**

Continuation page (2)

The Binding Site Corporation Limited (Company Number 06979672)

### **1 Fixed Charges**

The Company, with full title guarantee and as security for the payment and discharge of the Secured Obligations, charged in favour of the Security Agent (as trustee for the Secured Parties)

- (a) by way of first fixed charge (which so far as it relates to land in England and Wales vested in a Chargor at the date of the Debenture (or, if later, the date on which such Chargor accedes as a party to the Debenture) shall be a charge by way of first legal mortgage) (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party) the Material Property other than the Excluded Property,
- (b) by way of first fixed equitable charge all other Material Property now belonging to it and all Material Property acquired by it in the future other than the Excluded Property
- (c) by way of first fixed charge all its right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party)
- (d) the Tangible Moveable Property,
- (e) the Accounts,
- (f) the Intellectual Property and Related Rights in respect of the Intellectual Property other than the Excluded Intellectual Property,
- (g) any goodwill and rights in relation to the uncalled capital of such Chargor,
- (h) the Investments,
- (i) the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion, compensation or otherwise), and
- (j) all Monetary Claims and all Related Rights other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture

### **2 Floating Charge**

The Company with full title guarantee charges in favour of the Security Agent as security agent for the Secured Parties with the payment and discharge of the Secured Obligations by way of first floating charge all its present and future assets and undertaking

### **3 Assignment**

The Company assigns and agrees to assign absolutely with full title guarantee to the Security Agent as security agent for the Secured Parties as security for the payment and discharge of the Secured Obligations all its right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to that assignment from any third party)

- (a) the proceeds of any Insurance Policy and all Related Rights,



**Short particulars of all the property mortgaged or charged**

Continuation page (3)

The Binding Site Corporation Limited (Company Number 06979672)

- (b) all rights and claims in relation to any Assigned Account, and
- (c) the Specific Contracts

**Note (1):** In this Form, except to the extent that the context requires otherwise

**"Accession Letter"** means a document substantially in the form set out in Schedule 7 (*Form of Accession Letter*) of the Facilities Agreement

**"Account"** means any account opened or maintained by a Chargor with the Security Agent or any other person (and any replacement account or subdivision or subaccount of that account) including, without limitations, at the date of the Debenture those set out in Schedule 8 (*Bank Accounts*) of the Debenture, the debt or debts represented thereby and all Related Rights

**"Acquisition Documents"** means the Acquisition Agreement and the Acquisition Disclosure Letter

**"Acquisition Agreement"** means the share purchase agreement dated 13 April 2011, as amended on 12 May 2011, relating to the Acquisition and made between, amongst others, the Company and the Vendor

**"Acquisition Disclosure Letter"** means the letter dated 13 April 2011 making disclosures in respect of the Acquisition Agreement

**"Additional Guarantor"** means a company which becomes a Guarantor in accordance with Clause 31 (*Changes to the Obligors*) of the Facilities Agreement

**"Affiliate"** means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company

**"Agent"** means HSBC Bank plc

**"Ancillary Lender"** means each Lender or Affiliate of a Lender which makes available an Ancillary Facility in accordance with Clause 9 (*Ancillary Facilities*) of the Facilities Agreement

**"Ancillary Facility"** has the meaning given to it in the Facilities Agreement

**"Assets"** includes present and future properties, revenues and rights of every description

**"Assigned Account"** means any Mandatory Prepayment Account, and Holding Account and any other Account that may from time to time be agreed in writing as an Assigned Account by the Security Agent and a Chargor

**"Arrangers"** means HSBC Bank plc and Skandinaviska Enskilda Banken AB (publ)

**"Bank Accounts"** of the Company means all current, deposit or other accounts with any bank or financial institution in which it at the date of the Debenture or in the future has an interest and (to the extent of its interest) all balances at the date of the Debenture or in the future standing to the credit of or accrued or accruing on those accounts



## Short particulars of all the property mortgaged or charged

Continuation page (4)

The Binding Site Corporation Limited (Company Number 06979672)

**"Borrower"** means Cidron (TBS) II Limited

**"Charged Property"** means all the assets and undertaking of a Chargor which from time to time are the subject of the security created or expressed to be created in favour of the Security Agent by or pursuant to the Debenture and any Mortgage

**"Chargors"** means the Original Chargors and any other member of the Group which has become a Chargor hereunder by executing a Security Accession Deed and **"Chargor"** means any of them

**"Collateral Rights"** means all rights, powers and remedies of the Security Agent provided by or pursuant to the Debenture or any Mortgage or by law

**"Compliance Certificate"** means a certificate substantially in the form set out in Schedule 9 (*Form of Compliance Certificate*) of the Facilities Agreement

**"Debenture"** means the fixed and floating security document dated 6 July 2011 between among others, the Original Chargors and the Security Agent

**"Declared Default"** means an Event of Default which is continuing and in respect of which notice has been served by the Agent pursuant to clause 28 23 (*Acceleration*) of the Facilities Agreement but, for the avoidance of doubt, excluding merely placing the Facilities on demand pursuant to clause 28 23(a)(iii), 28,23(a)(v) or 28 23(a)(vii) of the Facilities Agreement

**"Debtor"** means each Original Debtor and any person which becomes a Party as a Debtor in accordance with the terms of Clause 17 (*Changes to the Parties*) of the Intercreditor Agreement

**"Event of Default"** means any event or circumstance specified as such in Clause 28 (*Events of Default*) of the Facilities Agreement

**"Excluded Intellectual Property"** means any Related Rights relating to the Intellectual Property charged under Clause 3 1 (*Fixed Charges*) of the Debenture in which a Chargor has an interest which either precludes absolutely or conditionally (including requiring the consent of any third party) that Chargor from creating any charge over its interest in that Intellectual Property until the relevant condition or waiver has been satisfied or obtained

**"Excluded Property"** means any leasehold properties now owned by a Chargor or acquired by a Chargor after the date of the Debenture the lease of which contains a prohibition against charging, except where consent to charge has been obtained from the relevant landlord

**"Facility"** means a Term Facility or the Revolving Facility

**"Facilities Agreement"** means the facilities agreement dated on 6 July 2011 between, among others, the Company, the Original Guarantors, the Arrangers, the Original Lenders, the Agent and the Security Agent as amended, varied, novated or supplemented from time to time

**"Fee Letter"** means

- (a) any letter or letters dated on or about the date of the Facilities Agreement between the Arrangers and Cidron (TBS) Midco Limited, the Agent and Cidron (TBS) Midco Limited



**Short particulars of all the property mortgaged or charged**

Continuation page (5)

The Binding Site Corporation Limited (Company Number 06979672)

or, as the case may be, the Security Agent and Cidron (TBS) Midco Limited setting out the fees referred to in Clause 17 (*Fees*) of the Facilities Agreement, and

- (b) any agreement setting out fees payable to a Finance Party referred to in Clause 17 5 (*Fees Payable in respect of Letters of Credit*) or Clause 17 6 (*Interest, Commission and Fees on Ancillary Facilities*) of the Facilities Agreement or under any other Finance Document

**"Finance Document"** means the Facilities Agreement, any Accession Letter, any Ancillary Document, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, any Transaction Security Document, any Compliance Certificate, any Utilisation Request, any Selection Notice, any Resignation Letter, and any other document designated as a Finance Document by the Agent and the Company, *provided that* where the term "Finance Document" is used in, and construed for the purposes of, the Facilities Agreement and the Intercreditor Agreement, a Hedging Agreement shall be a Finance Document only for the purposes of the definition of "Material Adverse Effect",

- (a) paragraph (a) of the definition of "Permitted Transaction" of the Facilities Agreement,
- (b) the definition of "Transaction Document" of the Facilities Agreement,
- (c) the definition of "Transaction Security Document" of the Facilities Agreement,
- (d) paragraph 1 2(a)(iv) of Clause 1 2 (*Construction*) of the Facilities Agreement,
- (e) Clause 2 3 (*Finance Parties' Rights and Obligations*) of the Facilities Agreement,
- (f) Clause 23 (*Guarantee and indemnity*) of the Facilities Agreement, and
- (g) Clause 28 (*Events of Default*) (other than Clause 28 23 (*Acceleration*)) of the Facilities Agreement

**"Group"** means Cidron (TBS) Midco Limited and its Subsidiaries

**"Guarantor"** means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 31 (*Changes to the Obligors*) of the Facilities Agreement

**"Hedge Counterparty"** means any person which has become a Party as a Hedge Counterparty in accordance with Clause 29 8 (*Accession of Hedge Counterparties*) of the Facilities Agreement which, is or has become, a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of the Intercreditor Agreement

**"Hedging Agreement"** means any master agreement, confirmation, schedule or other agreement in the form of standard ISDA documents (or as otherwise agreed between the Company and the Hedge Counterparty) entered into or to be entered into by the Company, a Borrower and a Hedge Counterparty for the purpose of hedging interest rate liabilities in relation to the Term Facilities in accordance with the Hedging Letter



## Short particulars of all the property mortgaged or charged

Continuation page (6)

The Binding Site Corporation Limited (Company Number 06979672)

**"Hedging Letter"** means a letter between the Agent and Cidron (TBS) Midco Limited in the agreed form dated on or before the date of the Facilities Agreement describing the hedging arrangements to be entered into in respect of the interest rate liabilities of the Borrower of the Term Facilities under the Facilities Agreement required to be delivered under Part A (*Conditions Precedent to Initial Utilisation*) of Schedule 2 (*Conditions Precedent*) of the Facilities Agreement

**"Holding Account"** means an account

- (a) held in England by a member of the Group with the Agent or Security Agent,
- (b) identified in a letter between Cidron (TBS) Midco Limited and the Agent as a Holding Account, and
- (c) subject to Security in favour of the Security Agent which Security is in form and substance satisfactory to the Security Agent,

(as the same may be redesignated, substituted or replaced from time to time)

**"Holding Company"** means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary

**"Insolvency Event"** means, in relation to any member of the Group

- (a) any resolution is passed or order made for the winding up, dissolution, administration, bankruptcy or reorganisation of that member of the Group, a moratorium is declared or the granting of suspension of payments is made in a formal insolvency process in relation to any indebtedness of that member of the Group or an administrator is appointed to that member of the Group,
- (b) the appointment of any liquidator, receiver, administrator, administrative receiver, bankruptcy trustee, compulsory manager or other similar officer in respect of that member of the Group or any of its assets, or
- (c) any analogous procedure or step is taken in any jurisdiction as contemplated by clause 28.11 (Similar Events Elsewhere) of the Facilities Agreement

**"Insurance Policy"** means any policy of insurance (including life insurance or assurance) in which a Chargor may from time to time have an interest including, without limitations, at the date of the Debenture those set out in Schedule 7 (*Insurance Policies*) of the Debenture

**"Intellectual Property"** means any patents, trade marks, service marks, registered designs, business names, copyrights, database rights, design rights, domain names, rights in inventions, confidential information and trade secrets and other intellectual property rights and interests anywhere in the world, whether registered or unregistered, and all applications for such rights

**"Intercreditor Agreement"** means the intercreditor agreement dated 6 July 2011 between, amongst others, the Company, the other Obligors, the Arrangers, the Agent, the Security Agent, the Lenders, the Ancillary Lenders and the Hedge Counterparties



## Short particulars of all the property mortgaged or charged

Continuation page (7)

The Binding Site Corporation Limited (Company Number 06979672)

**"Intra-Group Lenders"** means each member of the Group (other than Cidron (TBS) Midco Limited) which has made a loan available to, granted credit to or made any other financial arrangement having similar effect with another member of the Group and which is listed in Part II of Schedule 1 (*Original Parties*) of the Intercreditor Agreement as an Intra-Group Lender or which becomes a party as an Intra-Group Lender in accordance with the terms of Clause 17 (*Changes to the Parties*) of the Intercreditor Agreement

**"Intra-Group Liabilities"** means the Liabilities owed by any member of the Group to any of the Intra-Group Lenders (other than the Parent Liabilities)

**"Investments"** means

- (a) any stocks, shares, debentures, securities and certificates of deposit (but not including the Shares),
- (b) all interests in collective investment schemes, and
- (c) all warrants, options and other rights to subscribe or acquire any of the investments described in paragraphs (a) and (b) above,

in each case whether held directly by or to the order of a Chargor or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system)

**"Issuing Bank"** means any Lender from time to time, which has notified the Agent that it has agreed to the Company's request to be an Issuing Bank pursuant to the terms of the Facilities Agreement (and, if more than one Lender has so agreed, such Lenders shall be referred to, whether acting individually or together, as the issuing bank

**"Lender"** means

- (a) any Original Lender, and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party as a Lender in accordance with Clause 22 (*Increase*) or Clause 29 (*Changes to the Lenders*) of the Facilities Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Facilities Agreement

**"Mandatory Prepayment Account"** means an interest-bearing account

held in England by a member of the Group with the Agent or Security Agent,

- (a) designated by Cidron (TBS) Midco Limited and the Agent as a Mandatory Prepayment Account,
- (b) subject to Security in favour of the Security Agent which Security is in form and substance reasonably satisfactory to the Agent and Security Agent, and



## Short particulars of all the property mortgaged or charged

Continuation page (8)

The Binding Site Corporation Limited (Company Number 06979672)

- (c) from which no withdrawals may be made by any member of the Group except as contemplated by the Facilities Agreement,

(as the same may be redesignated, substituted or replaced from time to time)

**"Material Property"** means,

- (a) the freehold, leasehold and immovable property in England and Wales specified in Schedule 2 (Details of Material Property) of the Debenture,
- (b) any freehold property in England and Wales acquired by a Chargor after the date hereof with a market value of £500,000 or greater or which could (in the reasonable opinion of the Security Agent) reasonably be expected to yield annual rental payments exceeding £500,000, and
- (c) any leasehold property in England and Wales with a market value of £500,000 or greater or where the initial annual basic rent payable under such leasehold property exceeds £500,000 now or hereafter owned by or acquired by a Chargor

**"Monetary Claims"** means any book and other debts and monetary claims owing to a Chargor and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which a Chargor is a party and any other assets, property, rights or undertaking of a Chargor)

**"Mortgage"** means a mortgage or legal charge in respect of any Material Property in accordance with Clause 6 (*Further Assurance*) substantially in the form of Schedule 4 (*Form of Mortgage*) of the Debenture

**"Notice of Assignment"** means a notice of assignment in substantially the form set out in Part I or II of Schedule 3 (*Forms of Notice of Assignment*) of the Debenture, as the case may be, or in such form as may be specified by the Security Agent

**"Original Chargors"** means Cidron (TBS) Midco Limited, Cidron (TBS) II Limited, Nettleton Gate Limited, The Binding Site Corporation Limited and The Binding Site Group Limited as listed in Schedule 1 (*The Original Chargors*) of the Debenture

**"Original Debtors"** means Cidron (TBS) Midco Limited, Cidron (TBS) II Limited, Nettleton Gate Limited, The Binding Site Corporation Limited and The Binding Site Group Limited as listed in Part I of Schedule 1 (*Original Parties*) of the Intercreditor Agreement

**"Original Guarantor"** means Cidron (TBS) Midco Limited, Cidron (TBS) II Limited, Nettleton Gate Limited, The Binding Site Corporation Limited and The Binding Site Group Limited as listed in Part A of Schedule 1 (*The Original Obligors*) of the Facilities Agreement

**"Original Lenders"** means HSBC Bank plc and Skandinaviska Enskilda Banken AB (publ)

**"Parent Liabilities"** has the meaning given to it in the Intercreditor Agreement

**"Party"** means a party to the Intercreditor Agreement or the Facilities Agreement



## Short particulars of all the property mortgaged or charged

Continuation page (9)

The Binding Site Corporation Limited (Company Number 06979672)

**"Payment"** means, in respect of any Liabilities (or any other liabilities or obligations), a payment, prepayment, repayment, redemption, defeasance or discharge of those Liabilities (or other liabilities or obligations)

**"Real Property"** means

- (d) any freehold, leasehold or immovable property, and
- (e) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property and owned by a Chargor,
- (f) and includes all Related Rights

**"Receiver"** means a receiver or receiver and manager or, where permitted by law, an administrative receiver of the whole or any part of the Charged Property and that term will include any appointee made under a joint and/or several appointment

**"Registered Intellectual Property"** means all patents, petty patents, utility models, registered designs, registered trade marks, registered copyright and other registered Intellectual Property (and applications for any of the same) anywhere in the world owned or jointly owned by any Chargor from time to time, including, without limitations, at the date of the Debenture those set out in Schedule 6 (*Registered Intellectual Property*) of the Debenture

**"Related Rights"** means, in relation to any asset

the proceeds of sale of any part of that asset,

- (a) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,
- (b) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset, and
- (c) any monies and proceeds paid or payable in respect of that asset

**"Resignation Letter"** means a letter substantially in the form set out in Schedule 8 (*Form of Resignation Letter*) of the Facilities Agreement

**"Revolving Facility"** has the meaning given to it in the Facilities Agreement

**"Secured Obligations"** means all obligations covenanted to be discharged by each Chargor in Clause 2.1 (*Covenant to Pay*) of the Debenture

**"Secured Parties"** means the Security Agent, any Receiver, the Agent, each Issuing Bank, any Hedge Counterparty and each Lender from time to time party to the Facilities Agreement

**"Security"** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

**"Security Accession Deed"** means a deed of accession executed by a member of the Group substantially in the form set out in Schedule 5 (*Form of Accession Deed*) of the Debenture pursuant to which such member of the Group becomes a party to the Debenture as a Chargor



**Short particulars of all the property mortgaged or charged**

Continuation page (10)

The Binding Site Corporation Limited (Company Number 06979672)

**"Selection Notice"** means a notice substantially in the form set out in Part C (*Selection Notice – Applicable to a Term Loan*) of Schedule 3 (*Requests*) of the Facilities Agreement given in accordance with Clause 15 (*Interest Periods*) of the Facilities Agreement in relation to a Term Facility

**"Shares"** means

- (a) 16,657,779 ordinary shares of £0.01 each in Cidron (TBS) II Limited (registration number 07579841) held by Cidron (TBS) Midco Limited,
- (b) 46,296 ordinary shares of £0.01 each in The Binding Site Corporation Limited (registration number 06979672) held by Cidron (TBS) II Limited,
- (c) 770,005 ordinary shares of £1 each in Nettleton Gate Limited (registration number 04171107) held by The Binding Site Corporation Limited, and
- (d) 95,024 ordinary shares of £0.01 each in The Binding Site Group Limited (registration number 05508774) held by The Binding Site Corporation Limited

**"Specific Contracts"** means the Acquisition Documents, any Hedging Agreements (being none at the date of the Debenture) and any other contracts that a Chargor and the Security Agent designate as such from time to time

**"Subsidiary"** means

- (a) a subsidiary as defined in Section 1159 of the Companies Act 2006, or
- (b) unless the context otherwise requires, a subsidiary undertaking as defined in Section 1162 of the Companies Act 2006

**"Tangible Moveable Property"** means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of a Chargor's stock in trade or work in progress) and all Related Rights

**"Term Facility"** has the meaning given to it in the Facilities Agreement

**"Transaction Documents"** means the Debenture, the Intercreditor Agreement, the Facilities Agreement and any other document designated as a Transaction Document by the Agent and Company

**"Transaction Security Documents"** means each of the documents listed in Part D (*Transaction Security Documents and Security Related Documents to be Delivered by the Obligors on or by the Closing Date*) of Schedule 2 (*Conditions Precedent*) of the Facilities Agreement together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents

**"Utilisation Request"** means a notice substantially in the relevant form set out in Part A (*Utilisation Request – Loans*) of Schedule 3 (*Requests*) of the Facilities Agreement or Part B



**Short particulars of all the property mortgaged or charged**

Continuation page (11)

The Binding Site Corporation Limited (Company Number 06979672)

*(Utilisation Request – Letters of Credit)* of Schedule 3 (*Requests*) of the Facilities Agreement (in respect of Letters of Credit)

**"Vendor"** has the meaning given to it in the Facilities Agreement

**Construction**

Any reference to a "Finance Document" or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended or restated (however fundamentally)



**Short particulars of all the property mortgaged or charged**

Continuation page (12)

The Binding Site Corporation Limited (Company Number 06979672)

**Note (2)**

The Shares defined in the Debenture as at the date of the Debenture are as follows

- (a) 16,657,779 ordinary shares of £0.01 each in Cidron (TBS) II Limited (registration number 07579841) held by Cidron (TBS) Midco Limited,
- (b) 46,296 ordinary shares of £0.01 each in The Binding Site Corporation Limited (registration number 06979672) held by Cidron (TBS) II Limited,
- (c) 770,005 ordinary shares of £1 each in Nettleton Gate Limited (registration number 04171107) held by The Binding Site Corporation Limited, and
- (d) 95,024 ordinary shares of £0.01 each in The Binding Site Group Limited (registration number 05508774) held by The Binding Site Corporation Limited

The Real Property specified in Schedule 2 (*Details of Material Property*) to the Debenture is as follows

No	Property	Proprietor	Land Registry title number
1	150-year plus one day lease of 8 Calthorpe Road, Edgbaston, Birmingham	Nettleton Gate Limited	WM919510



**Short particulars of all the property mortgaged or charged**

Continuation page (13)

The Binding Site Corporation Limited (Company Number 06979672)

The Intellectual Property specified in Schedule 6 (*Registered Intellectual Property*) to the Debenture is as follows

<b>Informal title</b>	<b>Formal title</b>	<b>Country</b>	<b>Filed</b>	<b>Application</b>	<b>Applicant</b>	<b>Status</b>
Tolerising		EP	30/10/96	96935109 7	The Binding Site Group Limited	Granted EP 0862584
Tolerising		UK	30/10/96	96935109 7	The Binding Site Group Limited	Granted
Tolerising		France	30/10/96	96935109 7	The Binding Site Group Limited	Granted
Tolerising		Germany	30/10/96	96935109 7	The Binding Site Group Limited	Granted
Tolerising		Italy	30/10/96	96935109 7	The Binding Site Group Limited	Granted
Tolerising		Spain	30/10/96	96935109 7	The Binding Site Group Limited	Granted
Tolerising		The Netherlands	30/10/96	96935109 7	The Binding Site Group Limited	Granted
Tolerising		Belgium	30/10/96	96935109 7	The Binding Site Group Limited	Granted
Tolerising		Japan	30/10/96	H9-517955	The Binding Site Group Limited	Granted JP 4053596
Tolerising		USA	30/10/96	741 822	The Binding Site Group Limited	Pending



# Short particulars of all the property mortgaged or charged

Continuation page (14)

The Binding Site Corporation Limited (Company Number 06979672)

Infection Prognosis Assay "Combylite"	Infection Prognostic	PCT	04/02/11	PCT/GB2011/ 050197	The Binding Site Group Limited	Pending
Cancer Prognosis Assay "Combylite"	Cancer Prognosis Assay	PCT	04/02/11	PCT/GB2011/ 050193	The Binding Site Group Limited	Pending
Progressive Renal Failure "Combylite"	Progressive Renal Failure	GB	02/03/10	1003485 8	The Binding Site Group Limited	Pending
Progressive Renal Failure "Combylite"	Progressive Renal Failure	PCT	03//03/11	PCT/GB2011/ 050919	The Binding Site Group Limited	Pending
Biomarker "Combylite"	Liver Prognostic Assay	PCT	16/03/11	PCT/GB2011/ 050578	The Binding Site Group Limited	Pending
Capillary Zone Electrophor esis	Assay	PCT	02/06/11	PCT/GB2011/ 051044	The Binding Site Group Limited	Pending
Competition Assay	Competition Assay	GB	19/07/10	1012049 1	The Binding Site Group Limited	Pending
Improved Bead Coatings	Coated Beads	GB	27/10/10	1018096 6	The Binding Site Group Limited	Pending
Improved	Antibodies	GB	07/12/10	1020751 2	The	Pending



**Short particulars of all the property mortgaged or charged**

Continuation page (15)

The Binding Site Corporation Limited (Company Number 06979672)

Tolerisation Process (SIgA)					Binding Site Group Limited	
C2 Assay Complement Protein Assay	Complement Protein Assay	GB	08/12/10	1020821 3	The Binding Site Group Limited	Pending



**Short particulars of all the property mortgaged or charged**

Continuation page (16)

The Binding Site Corporation Limited (Company Number 06979672)

**Trademarks**

Country	Mark No.	AppIn No	AppIn Date	Reg No	Reg Date	Renewal date	Class	Goods
UK	BIND A RID/BINDARID (series of 2)	1527910	23/02/1993	1527910	10/06/1994	23/02/2020	1,5	Class 1 - Biological reagents included in Class 1 Class 5 - Antibodies in an agarose gel coated onto plastic plates, calibrating solutions, diluents, all for use in medical diagnosis and all for sale in kit form, all included in Class 6
UK	MINIFIX	B1575910	17/06/1994	1575910	17/11/1995	17/06/2011	10	Diagnostic apparatus sold in kit form, diagnostic apparatus for electrophoresis testing, for immunological testing and for laboratory testing on blood or body fluids or extracts from blood or body fluids, all being in kit form, parts and fittings for all the aforesaid goods, masks, all for applying diagnostic product agents, preparations and substances, all included in Class 10
UK	MININEPH/	2055607	07/02/1996	2055607	19/02/1999	07/02/2016	1,5,9	Class 1 - Reagents for scientific,

A13734075



**Short particulars of all the property mortgaged or charged**

Continuation page (17)

The Binding Site Corporation Limited (Company Number 06979672)

Country	Mark No.	AppIn No	AppIn Date	Reg No	Reg Date	Renewal date	Class	Goods
	MINI NEPH (Series of 2)							clinical, medical or research use, diagnostic and/or biological reagents for scientific, clinical, medical or research use, all included in Class 1, all for use with a nephelometer, all for use in the preparation or analysis of nephelometer samples, none being pharmaceutical products Class 5 -Reagents for clinical or medical use, calibrating solutions, dilutents, control samples, stopping reagents, diagnostic products, agents, preparations and substances, reagents, antibodies, parts and fittings for all the aforesaid goods, all for diagnostic use and all sold in kit form, all included in Class 5, all for use with a nephelometer, all for use in the preparation or analysis of nephelometer samples, none being pharmaceutical products Class 9 - Scientific and laboratory apparatus and instruments, apparatus for determining particle

A13734075



**Short particulars of all the property mortgaged or charged**

Continuation page (18)

The Binding Site Corporation Limited (Company Number 06979672)

Country	Mark No	AppIn No	AppIn Date	Reg No	Reg Date	Renewal date	Class	Goods
								size and/or size distribution, apparatus for measuring the concentration of particles, or a substance, in a liquid, light-scattering apparatus and instruments, sample analysing apparatus and instruments, computer software, machine readable data carriers
UK	NANORID	B1527912	23/02/1993	1527912	28/10/1994	23/02/2020	1,5	Class 1 - Biological reagents for use in radial immunodiffusion, all included in Class 1 Class 5 - Diagnostic preparations, all for use in connection with radial immunodiffusion, all for sale in kit form, all included in Class 5
CTM	FREELITE	1769082	21/07/2000	1769082	17/09/2001	21/07/2020	1,5	Class 1 - Reagents for scientific, clinical or research use, diagnostic and biological reagents for scientific, clinical or research use Class ~ Diagnostic kits, immunological test kits, calibrating solutions, dilutents, control samples, diagnostic products, agents, preparations and



**Short particulars of all the property mortgaged or charged**

Continuation page (19)

The Binding Site Corporation Limited (Company Number 06979672)

Country	Mark No	AppIn No	AppIn Date	Reg No	Reg Date	Renewal date	Class	Goods
								substances, antibodies, reagents for medical use, diagnostic and biological reagents for medical use
CTM	FREE LITE and Logo	7428915	28/11/2008	7428915	16/06/2009	28/11/2018	1 5	Class 1 - Reagents for scientific, clinical or research use, diagnostic, and biological reagents for scientific, clinical or research use Class 5 - Diagnostic kits, immunological test kits, calibrating solutions, dilutants, control samples, diagnostic products, agents, preparations and substances, antibodies, reagents for medical use, diagnostic and biological reagents for medical use
CTM	HEVYLITE and Logo	7428964	28/11/2008	7428964	28/11/08	28/11/18	1,5	Class 1 - Diagnostic and/or biological reagents for scientific, clinical, medical or research use Class 5 - Diagnostic kits, immunological test kits, reagents, diagnostic and biological reagents for medical use

A13734075



**Short particulars of all the property mortgaged or charged**

Continuation page (20)

The Binding Site Corporation Limited (Company Number 06979672)

Country	Mark No	Appln No	Appln Date	Reg No	Reg Date	Renewal date	Class	Goods
CTM	HEVYLITE	4986238	15/03/2006	4986238	11/04/2007	15/03/2016	1,5	Class 1 - Diagnostic and/or biological reagents for scientific, clinical, medical or research use Class 5 - Diagnostic kits, immunological test kits, reagents, diagnostic and biological reagents for medical use
CTN	COMBYLITE	9047994	22/04/2010	9047994	12/10/10	22/04/20	1,5	Class 1 - Reagents, diagnostic reagents, biological reagents, histology reagents, enzyme immunoassay reagents, antigen substrates, and antibodies for scientific research use, and test kits comprised of reagents, buffers, calibrators, diluents, antibodies, antigen substrates, conjugates, stopping solutions, and/or antisera for scientific and research use using blood, body fluids, body tissues or extracts thereof Class 5- Calibrating solutions, diluents, control samples, reagents, antibodies, antigen substrates, conjugates, stopping



# Short particulars of all the property mortgaged or charged

Continuation page (21)

The Binding Site Corporation Limited (Company Number 06979672)

Country	Mark No.	Appln No	Appln Date	Reg No	Reg Date	Renewal date	Class	Goods
								solutions, immunofluorescence reagents, histology reagents, enzyme immunoassay reagents and general purpose reagents for medical and veterinary diagnostic and clinical use, and diagnostic and immunological test kits consisting of reagents, controls, buffers, calibrators, diluents, antibodies, antigen substrates, conjugates, stopping solutions, and/or antisera, all for use in measuring the concentration of proteins, antibodies, antigens and other substances in blood, other body tissues, or extracts thereof, for use in diagnosis, treatment, cure prevention or mitigation of diseases and other conditions in human and animals
CTM	THE BINDING SITE	10769	01/04/1996	10769	10/11/1998	01/04/2016	1,5,9	Class 1 - Reagents for scientific, clinical or research use, diagnostic and biological reagents for scientific, clinical or research use, all included in Class 1 Class 5 - Diagnostic kits,



**Short particulars of all the property mortgaged or charged**

Continuation page (22)

The Binding Site Corporation Limited (Company Number 06979672)

Country	Mark No.	Appln No	Appln Date	Reg No	Reg Date	Renewal date	Class	Goods
								immunological test kits, test kits for electrophoresis tests, kits for laboratory, medical, scientific or research tests on blood or body fluids or extracts from blood or body fluids, calibrating solutions, diluents, control samples, stopping reagents, diagnostic products, agents, preparations and substances, reagents, antibodies, antibodies on agarose gel coated onto plastic plates, masks for applying diagnostic agents, dipstick test kits, dipsticks, reagents for medical use, diagnostic and biological reagents for medical use, parts and fittings for all the aforesaid goods Class 9 - Scientific and laboratory apparatus and instruments, apparatus and instruments for clinical, laboratory or research use, measuring apparatus, diagnostic apparatus, apparatus and instruments for electrophoresis, apparatus and



**Short particulars of all the property mortgaged or charged**

Continuation page (23)

The Binding Site Corporation Limited (Company Number 06979672)

Country	Mark No.	AppIn No	AppIn Date	Reg No	Reg Date	Renewal date	Class	Goods
								instruments for radial immunodiffusion, apparatus for determining particle size and/or size distribution, apparatus for measuring the concentration of particles, or a substance, in a liquid, light-scattering apparatus and instruments, sample analysing apparatus and instruments, incubators, computer software, machine readable data carriers
CTM	THE BINDING SITE Logo	10751	01/04/1996	10751	29/03/1999	01/04/2016	1,5,9	Class 1 - Reagents for scientific, clinical or research use, diagnostic and biological reagents for scientific, clinical or research use, all included in Class 1 Class 5 - Diagnostic kits, immunological test kits, test kits for electrophoresis tests, kits for laboratory, medical, scientific or research tests on blood or body fluids or extracts from blood or body fluids, calibrating solutions, diluents, control samples, stopping reagents, diagnostic products, agents, preparations



**Short particulars of all the property mortgaged or charged**

Continuation page (24)

The Binding Site Corporation Limited (Company Number 06979672)

Country	Mark No.	Appln No	Appln Date	Reg No	Reg Date	Renewal date	Class	Goods
								and substances, reagents, antibodies, antibodies on agarose gel coated onto plastic plates, masks for applying diagnostic agents, dipstick test kits, dipsticks, reagents for medical use, diagnostic and biological reagents for medical use, parts and fittings for all the aforesaid goods Class 9 –Scientific and laboratory apparatus and instruments, apparatus and instruments for clinical, laboratory or research use, measuring apparatus, diagnostic apparatus, apparatus and Instruments for electrophoresis, apparatus and instruments for radial immunodiffusion, apparatus for determining particle size and/or size distribution, apparatus for measuring the concentration of particles, or a substance, in a liquid, light-scattering apparatus and instruments, sample analysing apparatus and



**Short particulars of all the property mortgaged or charged**

Continuation page (25)

The Binding Site Corporation Limited (Company Number 06979672)

Country	Mark No.	Appln No	Appln Date	Reg No	Reg Date	Renewal date	Class	Goods
CTM	VACCZYME	4985552	14/03/2006	4985552	20/04/2007	14/03/2016	1,5	Class 1 - Reagents for scientific or research use, diagnostic and biological reagents for scientific or research use, immunoassays, EIA assays, kits for laboratory, scientific or research tests on blood or body fluids or extracts from• body fluids Class 5 - Immunoassays, EIA assays, diagnostic kits, immunological tests kits, test kits for electrophoresis tests, kits for medical tests on blood or body fluids or extracts from blood or body fluids, calibrating solutions, diluents, control samples, stopping reagents, diagnostic products, agents, preparations and substances, reagents, antibodies, all for medical use, reagents for clinical and medical use, diagnostic and biological reagents for clinical and medical

A13734075



**Short particulars of all the property mortgaged or charged**

Continuation page (26)

The Binding Site Corporation Limited (Company Number 06979672)

Country	Mark No.	AppIn No	AppIn Date	Reg No	Reg Date	Renewal date	Class	Goods
								use
USA	BIND A RID	74144435	04/03/1991	1751743	09/02/1993	09/02/2003	1,5	Class 1 - Diagnostic reagents for scientific or research use Class 5 - Diagnostic reagents for clinical or medical laboratory use
USA	FREELITE	78017010	17/07/2000	2534974	Published 05/06/2001	05/06/2011	1,5	Class 1 - Reagents, diagnostic reagents, biological reagents, histology reagents, enzyme radioimmunoassay reagents, immunoassay reagents, antigen substrates and antibodies for scientific research use, and test kits comprised of reagents, buffers, calibrators, diluents, antibodies, antigen substrates, conjugates, stopping solutions, antisera and/or dropper bottles for scientific and research use using blood, body fluids, body tissues or extracts thereof Class 5 - Calibrating solutions, diluents, control samples, reagents, antibodies, antigen substrates, conjugates, stopping solutions, immunofluorescence



**Short particulars of all the property mortgaged or charged**

Continuation page (27)

The Binding Site Corporation Limited (Company Number 06979672)

Country	Mark No.	Appln No	Appln Date	Reg No	Reg Date	Renewal date	Class	Goods
								reagents, histology reagents, enzyme immunoassay reagents and general purpose reagents for medical and veterinary diagnostic and clinical use, and diagnostic and immunological test kits consisting of reagents, controls, buffers, calibrators, diluents, antibodies, antigen substrates, conjugates, stopping solutions, antisera and/or dropper bottles, all for use in measuring the concentration of proteins, antibodies, antigens and other substances in blood, other body fluids and body tissues, or extracts thereof, for use in the diagnosis, treatment, cure, prevention or mitigation of diseases and other conditions in humans and animals
USA	HEVYLITE	78853298	04/04/2006	3776368	13/04/2010			Class 1 - Biochemicals, namely, monoclonal antibodies for in vitro scientific or research use, Chemicals, namely, buffer and standard solutions used in



**Short particulars of all the property mortgaged or charged**

Continuation page (28)

The Binding Site Corporation Limited (Company Number 06979672)

Country	Mark No	AppIn No	AppIn Date	Reg No	Reg Date	Renewal date	Class	Goods
								analytical chemistry, Diagnostic preparations for scientific or research use, Diagnostic preparations for scientific use, Diagnostic preparations used in science, Reagent for chemical analyses, Reagents for research purposes, Reagents for scientific or medical research use, Reagents for use in scientific apparatus for chemical or biological analysis Class 5- Biological and chemical preparations and reagents for medical or veterinary use, Clinical medical reagents, Diagnostic preparations for clinical or medical laboratory use, Diagnostic preparations for medical and veterinary use, Diagnostic reagents for clinical or medical laboratory use, Diagnostic reagents for in vitro use in biochemistry, clinical chemistry and microbiology, -Diagnostic reagents for medicinal use,

A13734075



**Short particulars of all the property mortgaged or charged**

Continuation page (29)

The Binding Site Corporation Limited (Company Number 06979672)

Country	Mark No.	Appln No	Appln Date	Reg No	Reg Date	Renewal date	Class	Goods
								Medical diagnostic reagents, Medical diagnostic reagents and assays for testing of body fluids, Reagents and media for medical and veterinary diagnostic purposes, Reagents for medical use
USA	IMPROVE	74189905	30/07/1991	1772619	18/05/1993	?	42	Quality assurance programme for clinical laboratory proficiency testing of proteins in body fluids
USA	MINIFIX	74544634	01/07/1994	2059638	06/05/1997	06/05/2017	5	Medical diagnostic kits for use in electrophoresis, immunology and serology, consisting primarily of extracts from blood or body fluids, control solutions indicative of a positive result, buffer solutions for diluting samples and/or reagents, reagents, blood reagents, electrophoretic gels, protein stain, for visualising results, antisera for precipitating specific proteins, fixative for precipitating all proteins, templates for controlling the application of samples and/or antisera, blotting paper and



# Short particulars of all the property mortgaged or charged

Continuation page (30)

The Binding Site Corporation Limited (Company Number 06979672)

Country	Mark No.	AppIn No	AppIn Date	Reg No	Reg Date	Renewal date	Class	Goods
USA	MININEPH	75059385	20/02/1996	2410918	05/12/2000	05/12/2010	5	blotting tissues for removing excess liquid for gels  Diagnostic test kits consisting primarily of one or more of the following - reagents, controls, buffers, calibrators, diluents, antibodies, substrates, conjugates, stopping solutions, antisera, and/or dropper bottles, all for use in measuring the concentration of proteins, antibodies, antigens and other substances in body fluids for use in the diagnosis, treatment, prevention, cure and mitigation of diseases and other conditions in humans, and reagents, controls, buffers, calibrators, diluents, antibodies, substrates, conjugates, stopping solutions, antisera, dropper bottles, all, for use in measuring the concentration of proteins, antibodies, antigens and other substances in body fluids for use in the diagnosis, treatment, prevention, cure and mitigation of diseases and other conditions in



**Short particulars of all the property mortgaged or charged**

Continuation page (31)

The Binding Site Corporation Limited (Company Number 06979672)

Country	Mark No.	AppIn No	AppIn Date	Reg No	Reg Date	Renewal date	Class	Goods
USA	MININEPH	75977003	20/02/1996	2155831	05/05/1998	05/05/2018	1,9	Class 1 - Reagents for scientific research use and antibodies for use in in vitro scientific research Class 9 - Blank magnetic data carriers, computer software for use in data manipulation and instrument control for use in measuring the concentration of proteins, antibodies, antigens and other substances in body fluids for use in the diagnosis, treatment, prevention, cure and mitigation of diseases and other conditions in humans, and nephelometers for use in measuring the concentration of proteins, antibodies, antigens and other substances in body fluids for use in the diagnosis, treatment, prevention, cure and mitigation of diseases and other conditions in humans
USA	NANORID	74158348	18/04/1991	1809814	07/12/1993	07/12/2013	1,5	Class 1 - Diagnostic kits comprised of diagnostic

A13734075



**Short particulars of all the property mortgaged or charged**

Continuation page (32)

The Binding Site Corporation Limited (Company Number 06979672)

Country	Mark No.	AppIn No	AppIn Date	Reg No	Reg Date	Renewal date	Class	Goods
								preparations and/or biological reagents for scientific or research uses Class 5 - Kits comprised of diagnostic reagents for clinical or medical laboratory use
USA	POLYMICA	75980084	22/01/1999	2478649	14/08/2001	14/08/2011	1	Reagents, diagnostic reagents, biological reagents, histology reagents, enzyme radioimmunoassay reagents, immunoassay reagents, and antibodies for scientific research use, and test kits comprised of reagents, buffers, calibrators, diluents, antibodies, antigens substrates, conjugates, stopping solutions, antisera, and/or dropper bottles for scientific and research use using blood, body fluids, body tissues or extracts thereof
USA	SPA PLUS	78971240	11/09/2006	3358090	18/12/2007	18/12/2017	9,10	Class 9 - Apparatus for testing gas, liquids and solids, and electronic apparatus for electrophysiological measurement and testing of cells Class 10 -



**Short particulars of all the property mortgaged or charged**

Continuation page (33)

The Binding Site Corporation Limited (Company Number 06979672)

Country	Mark No	AppIn No	AppIn Date	Reg No	Reg Date	Renewal date	Class	Goods
								Medical diagnostic apparatus and instruments for the diagnosis, treatment and cure of diseases in humans, namely, multiple myeloma, lymphocytic neoplasms, Waldenstrom's macroglobulinemia, amyloidosis, light chain deposition diseases and connective tissues diseases, namely, systemic lupus erythematosus, apparatus for blood analysis, apparatus for clinical diagnosis, apparatus used in implementing diagnostic tests designed to detect abnormalities in blood, serum and urine, namely, automated clinical analyzers based on colorimetric and turbidimetric measurements, diluents, reagents, calibrators, and control serum, and medical diagnostic apparatus and analytical apparatus for medical purposes
USA	THE BINDING SITE (Logo –	77331874	16/11/2007	3479719	05/08/2008	05/08/2018	1,5,	Please see attached

A13734075



**Short particulars of all the property mortgaged or charged**

Continuation page (34)

The Binding Site Corporation Limited (Company Number 06979672)

Country	Mark No. in colour)	Appln No	Appln Date	Reg No	Reg Date	Renewal date	Class	Goods
USA	THE BINDING SITE (Logo)	74617577	03/01/1995	2053840	22/04/1997	22/04/2017	5,9	Class 5 - Diagnostic kits comprised of diagnostic reagents for laboratory use, calibrators, reagent plates, buffered solutions, diluent solutions, and serum Class 9 - House mark for a complete line of scientific instruments for laboratory use in diagnostic tests for humans and animals
USA	THE BINDING SITE	74617549	03/01/1995	2031446	21/01/1997	21/01/2017	5, 10	Class 5 - Diagnostic kits comprised of diagnostic reagents for laboratory use, calibrators, reagent plates, buffered solutions, diluent solutions, and serum Class 10 - House mark for a complete line of scientific instruments for use in laboratory research and diagnostic tests for humans and animals
Canada	THE BINDING SITE (Logo)	1422964	23/12/2008	TMA 771025	03/06/2010			(1) Diagnostic kits comprised of diagnostic reagents for laboratory use, calibrators, reagent plates, buffered solutions, diluent

A13734075



**Short particulars of all the property mortgaged or charged**

Continuation page (35)

The Binding Site Corporation Limited (Company Number 06979672)

Country	Mark No	Appln No	Appln Date	Reg No	Reg Date	Renewal date	Class	Goods
								solutions, and serum, test kits comprised of reagents, buffers, calibrators, diluents, antibodies, antigen substrates, conjugates, stopping solutions, antisera and dropper bottles for scientific and research use using blood, body fluids, body tissues and extracts thereof, biochemicals, namely, monoclonal antibodies for in vitro scientific and research use, Chemicals, namely, buffer and standard solutions used in analytical chemistry, Diagnostic reagents for in vitro use in biochemistry clinical chemistry and microbiology, Reagents for chemical analyses, Reagents for research purposes, Reagents for scientific and medical research use, electrophoresis gels other than for medical and veterinary purposes, Calibrating solutions, diluents, control samples, reagents, antibodies, antigen substrates, conjugates, stopping



**Short particulars of all the property mortgaged or charged**

Continuation page (36)

The Binding Site Corporation Limited (Company Number 06979672)

Country	Mark No.	Appln No	Appln Date	Reg No	Reg Date	Renewal date	Class	Goods
								solutions, immunofluorescence reagents, histology reagents, enzyme immunoassay reagents and general purpose reagents for medical and veterinary diagnostic and clinical use, diagnostic and immunological test kits consisting of reagents, controls, buffers, calibrators, diluents, antibodies, antigen substrates, conjugates, stopping solutions, antisera and dropper bottles, all for use in measuring the concentration of proteins, antibodies, antigens and other substances in blood, other body fluids and body tissues and extracts thereof, for use in the diagnosis, treatment, cure, prevention and mitigation of diseases and other conditions in humans and animals, Clinical medical reagents, Diagnostic preparations for clinical and medical laboratory use, medical diagnostic kits for use in electrophoresis immunology and



Short particulars of all the property mortgaged or charged

Continuation page (37)

The Binding Site Corporation Limited (Company Number 06979672)

Country	Mark No.	Appln No	Appln Date	Reg No	Reg Date	Renewal date	Class	Goods
								serology, consisting primarily of extracts from blood and body fluids, control solutions indicative of a positive result for medical use, buffer solutions for diluting samples and reagents for medical use, electrophoretic gels for medical purposes, protein stain, for visualizing results for medical purposes, antisera for precipitating specific proteins, for medical purposes, fixatives for precipitating proteins for medical purposes, templates for controlling the application of samples and antisera for medical purposes, blotting paper and blotting tissues for removing excess liquid for gels for medical purposes, computer software for use in data manipulation and instrument control for use in measuring the concentration of proteins, antibodies, antigens and other substances in body fluids for use in the diagnosis, treatment,



**Short particulars of all the property mortgaged or charged**

Continuation page (38)

The Binding Site Corporation Limited (Company Number 06979672)

Country	Mark No.	Appln No	Appln Date	Reg No	Reg Date	Renewal date	Class	Goods
								prevention, cure and mitigation of diseases and other conditions in humans, nephelometers for use in measuring the concentration of proteins, antibodies, antigens and other substances in body fluids for use in the diagnosis, treatment, prevention, cure and mitigation of diseases and other conditions in humans, electronic and computerized radial immunodiffusion plate readers, electrophoresis tank and power supply, for laboratory use, gel presses for pressing and drying gels, laboratory equipment, namely, incubators, and apparatus used in implementing diagnostic tests designed to detect abnormalities in blood, serum and urine, namely, automated clinical analyzers based on colorimetric and turbidimetric measurements, diluents, reagents, calibrators, and control serum



**Short particulars of all the property mortgaged or charged**

Continuation page (39)

The Binding Site Corporation Limited (Company Number 06979672)

Country	Mark No.	Appln No	Appln Date	Reg No	Reg Date	Renewal date	Class	Goods
Canada	THE BINDING SITE	1422963	23/12/2008	TMA 763453	07/04/2010			(1) Diagnostic kits comprised of diagnostic reagents for laboratory use, calibrators, reagent plates, buffered solutions, diluent solutions, and SITE serum, test kits comprised of reagents, buffers, calibrators, diluents, antibodies, antigen substrates, conjugates, stopping solutions, antisera and dropper bottles for scientific and research use using blood, body fluids, body tissues and extracts thereof, biochemicals, namely, monoclonal antibodies for in vitro scientific and research use, Chemicals, namely, buffer and standard solutions used in analytical chemistry, Diagnostic reagents for in vitro use in biochemistry clinical chemistry and microbiology, Reagents for chemical analyses, Reagents for research purposes, Reagents for scientific and medical research use, electrophoresis gels other than for medical and veterinary



**Short particulars of all the property mortgaged or charged**

Continuation page (40)

The Binding Site Corporation Limited (Company Number 06979672)

Country	Mark No.	AppIn No	AppIn Date	Reg No	Reg Date	Renewal date	Class	Goods
								purposes, Calibrating solutions, diluents, control samples, reagents, antibodies, antigen substrates, conjugates, stopping solutions, Immunofluorescence reagents, histology reagents, enzyme immunoassay reagents and general purpose reagents for medical and veterinary diagnostic and clinical use, diagnostic and immunological test kits consisting of reagents, controls, buffers, calibrators, diluents, antibodies, antigen substrates, conjugates, stopping solutions, antisera and dropper bottles, all for use in measuring the concentration of proteins, antibodies, antigens and other substances in blood, other body fluids and body tissues and extracts thereof, for use in the diagnosis, treatment, cure, prevention and mitigation of diseases aria other conditions in humans and animals, Clinical medical reagents, Diagnostic



**Short particulars of all the property mortgaged or charged**

Continuation page (41)

The Binding Site Corporation Limited (Company Number 06979672)

Country	Mark No.	Appln No	Appln Date	Reg No	Reg Date	Renewal date	Class	Goods
								preparations for clinical and medical laboratory use, medical diagnostic kits for use in electrophoresis, immunology and serology, consisting primarily of extracts from blood and body fluids, control solutions indicative of a positive result for medical use, buffer solutions for diluting samples and reagents for medical use, electrophoretic gels for medical purposes, protein stain, for visualizing results for medical purposes, antisera for precipitating specific proteins, for medical purposes, fixatives for precipitating proteins for medical purposes, templates for controlling the application of samples and antisera for medical purposes, blotting paper and blotting tissues for removing excess liquid for gels for medical purposes, computer software for use in data manipulation and instrument control for use in measuring the



**Short particulars of all the property mortgaged or charged**

Continuation page (42)

The Binding Site Corporation Limited (Company Number 06979672)

Country	Mark No	AppIn No	AppIn Date	Reg No	Reg Date	Renewal date	Class	Goods
								concentration of proteins, antibodies, antigens and other substances in body fluids for use in the diagnosis, treatment, prevention, cure and mitigation of diseases and other conditions in humans, nephelometers for use in measuring the concentration of proteins, antibodies, antigens and other substances in body fluids for use in the diagnosis, treatment, prevention, cure and mitigation of diseases and other conditions in humans, electronic and computerized radial immunodiffusion plate readers, electrophoresis tank and power supply, for laboratory use, gel presses for pressing and drying gels, laboratory equipment, namely, incubators, and apparatus used in implementing diagnostic tests designed to detect abnormalities in blood, serum and urine, namely, automated clinical analyzers based on colorimetric

A13734075



Short particulars of all the property mortgaged or charged

Continuation page (43)

The Binding Site Corporation Limited (Company Number 06979672)

Country	Mark No.	Appln No	Appln Date	Reg No	Reg Date	Renewal date	Class	Goods
								and turbidmetric measurements, diluents, reagents, calibrators, and control serum



**Short particulars of all the property mortgaged or charged**

Continuation page (44)

The Binding Site Corporation Limited (Company Number 06979672)

**Trade Mark Registration No 77221874 THE BINDING SITE Logo**

Class 1 - Diagnostic kits comprised of diagnostic reagents for laboratory use, calibrators, reagent plates, buffered solutions, diluent solutions, and serum, Reagents, diagnostic reagents, biological reagents, histology reagents, enzyme radioimmunoassay reagents, immunoassay reagents, antigen substrates, and antibodies for scientific research use, and test kits comprised of reagents, buffers, calibrators, diluents, antibodies, antigen substrates, conjugates, stopping solutions, antisera and/or dropper bottles for scientific and research use using blood, body fluids, body tissues or extracts thereof, Biochemicals, namely, monoclonal antibodies for in vitro scientific or research use, Chemicals, namely, buffer and standard solutions used in analytical chemistry, Diagnostic preparations for scientific or research use, Diagnostic preparations for scientific use, Diagnostic preparations used in ° science, Diagnostic reagents for in vitro use in biochemistry, clinical chemistry and microbiology, Reagents for chemical analyses, Reagents for research purposes, Reagents for scientific or medical research use, Reagents for use in scientific apparatus for chemical or biological analysis, electrophoresis gels other than for medical or veterinary purposes

Class 5 - Calibrating solutions, diluents, control samples, reagents, antibodies, antigen substrates, conjugates, stopping solutions, immunofluorescence reagents, histology reagents, enzyme immunoassay reagents and general purpose reagents for medical and veterinary diagnostic and clinical use, and diagnostic and immunological test kits consisting of reagents, controls, buffers, calibrators, diluents, antibodies, antigen substrates, conjugates, stopping solutions, antisera and/or dropper bottles, all for use in measuring the concentration of proteins, antibodies, antigens and other substances in blood, other body fluids and body tissues, or extracts thereof, for use in the diagnosis, treatment, cure, prevention or mitigation of diseases and other conditions in humans and animals, biological and chemical preparations and reagents for medical or veterinary use, Clinical medical reagents, Diagnostic preparations for clinical or medical laboratory use, Diagnostic preparations for medical and veterinary use, Diagnostic reagents for medicinal use, Medical diagnostic reagents, Medical diagnostic reagents and assays for testing of body fluids, Reagents and media for medical and veterinary diagnostic purposes, Reagents for medical use, medical diagnostic kits for use in electrophoresis, immunology and serology, consisting primarily of extracts from blood or body fluids, control solutions indicative of a positive result for medical use, buffer solutions for diluting samples and/or reagents for medical use, reagents, blood reagents, electrophoretic gels for medical purposes, protein stain, for visualizing results, for medical purposes, antisera for precipitating specific proteins, for medical purposes, fixative for precipitating proteins, for medical purposes, templates for controlling the application of samples and/or antisera, for medical purposes, blotting paper and blotting tissues for removing excess liquid for gels, for medical purposes

Class 9 - Apparatus for testing gas, liquids and solids, and electronic apparatus for electrophysiological measurement and testing of cells, blank magnetic data carriers, computer software for use in data manipulation and instrument control for use in measuring the concentration of proteins, antibodies, antigens and other substances in body fluids for use in the diagnosis, treatment, prevention, cure and mitigation of diseases and other conditions in humans, and nephelometers for use in measuring the concentration of proteins, antibodies, antigens and other substances in body fluids for use in the



**Short particulars of all the property mortgaged or charged**

Continuation page (45)

The Binding Site Corporation Limited (Company Number 06979672)

diagnosis, treatment, prevention, cure and mitigation of diseases and other conditions in humans, - 40-  
electronic and computerized radial immunodiffusion plate readers, electrophoresis tank and power  
supply, for laboratory use, gel presses for pressing and drying gels, laboratory equipment, namely,  
incubators

Class 10 - Medical diagnostic apparatus and instruments for the diagnosis, treatment and cure of  
diseases in humans, namely, multiple myeloma, lymphocytic neoplasms, Waldenstrom's  
macroglobulinemia, amyloidosis, light chain deposition diseases and connective tissues diseases,  
namely, systemic lupus erythematosus, apparatus for blood, urine and serum analysis, apparatus for  
clinical diagnosis, apparatus used in implementing diagnostic tests designed to detect abnormalities in  
blood, serum and urine, namely, automated clinical analyzers based on colorimetric and turbidmetric  
measurements, diluents, reagents, calibrators, and control serum, and medical diagnostic apparatus  
and analytical apparatus for medical purposes



**Short particulars of all the property mortgaged or charged**

Continuation page (46)

The Binding Site Corporation Limited (Company Number 06979672)

The Insurance Policies specified in Schedule 7 (*Insurance Policies*) to the Debenture are as follows

<b>Broker</b>	<b>Cover</b>	<b>Insurer</b>	<b>Policy No</b>
Aon	Combined	Travelers	UCTSR3707470
Aon	Motor	Zurich	090/2C02/LM556820/6
Aon	Contract Works	Allianz Engineering	52/NT/18402925/13
Aon	Title Insurance	First Title	174068
Aon	Run off D&O	Ace Europe	UKDA0000757111
Aon	D&O	Ace Europe	UKDRIC54010
Aon	Engineering Inspection	Allianz Engineering	52/NZ/9987104/4
Aon	PA/Travel	Oval	OGT46120F
Aon	Marine	NMU via Oval facility	OVA041011202
Oval	<i>Pension Trustees Run Off</i>	<i>Ace Europe</i>	<i>30UKC20770</i>



**Short particulars of all the property mortgaged or charged**

Continuation page (47)

The Binding Site Corporation Limited (Company Number 06979672)

The Assigned Accounts specified in Schedule 8 (*Bank Accounts*) to the Debenture are as follows

Country	Bank Account Number	Sort Code	IBAN	SWIFT	Name of Bank	Name of Account Holder	Account Name per TB	Currency
UK	78060494	60-02-35	GB98 NWBK 6002 3578 0604 94	NWBKGB2L	The Royal Bank of Scotland	The Binding Site Group Ltd	Bank Sterling Current Account	GBP
UK	67447058	60-02-35	GB38 NWBK 6002 3567 4470 58	NWBKGB2L	The Royal Bank of Scotland	The Binding Site Corporation Ltd	N/A	GBP
UK	0872825	30-92-99		LOYDGB21367	Lloyds Bank	Nettleton Gate Ltd		GBP
UK	67524028	60-02-35		NWBKGB2L	The Royal Bank of Scotland	Nettleton Gate Ltd		GBP
UK	67485332	60-02-35		NWBKGB2L	The Royal Bank of Scotland	The Binding Site Group Ltd	ELIQUIDITY	GBP
UK	70014809	60-02-35		NWBKGB2L	The Royal Bank of Scotland	The Binding Site Group Ltd	EURO SIBA	EUR
UK	06639771	60-02-35		NWBKGB2L	The Royal Bank of Scotland	The Binding Site Group Ltd	EURO CURRENT	EUR
UK	70014663	60-02-35		NWBKGB2L	The Royal Bank of Scotland	The Binding Site Group Ltd	\$ SIBA	USD
UK	02652544	60-02-35		NWBKGB2L	The Royal Bank of Scotland	The Binding Site Group Ltd	\$ CURRENT	USD

A13734075



Short particulars of all the property mortgaged or charged

Continuation page (48)

The Binding Site Corporation Limited (Company Number 06979672)

Country	Bank Account Number	Sort Code	IBAN	SWIFT	Name of Bank	Name of Account Holder	Account Name per TB	Currency
UK	67207596	60-02-35		NWBKGB2L	The Royal Bank of Scotland	The Binding Site Group Ltd	GROUP SIBA	GBP
UK	67156606	60-02-35		NWBKGB2L	The Royal Bank of Scotland	The Binding Site Group Ltd		GBP



## Short particulars of all the property mortgaged or charged

Continuation page (49)

The Binding Site Corporation Limited (Company Number 06979672)

### Note (3):

The Security Document provides that

#### 1 Security.

The Company shall not create or permit to subsist any Security over all or any part of the Charged Property other than Security permitted pursuant to the Facilities Agreement or with the prior written consent of the Security Agent

#### 2 Disposal.

Each Chargor undertakes that it shall not (and shall not agree to) at any time during the subsistence of the Debenture or any Mortgage, except as contemplated by the definition of Permitted Disposals or otherwise permitted pursuant to the Facilities Agreement or by Clause 7 of the Debenture

- (d) execute any conveyance, transfer, lease or assignment of or other right to use or occupy, all or any part of the Charged Property,
- (e) create any legal or equitable estate or other interest in, or over, or otherwise relating to, all or any part of the Charged Property,
- (f) (a) grant or vary, or accept any surrender, or cancellation or disposal of, any lease, tenancy, licence, consent or other right to occupy in relation to any of the Charged Property or (b) allow any person any right to use or occupy or to become entitled to assert any proprietary interest in, or right over, the Charged Property, which may, in each case, adversely affect the value of any of the Charged Property or the ability of the Security Agent to exercise any of the Collateral Rights, or
- (g) save with the express written consent of the Security Agent and subject to Clause 9 (*Accounts*) of the Debenture, assign or otherwise dispose of any interest in any Account and no right, title or interest in relation to any Account maintained with the Security Agent, or the credit balance standing to any such Account, shall be capable of assignment or other disposal, save with the express written consent of the Security Agent

#### 3 Crystallisation By Notice

The Security Agent may at any time by notice in writing to the relevant Chargor convert the floating charge created by Clause 3.3 (*Floating Charge*) of the Debenture with immediate effect into a fixed charge as regards any property or assets specified in the notice if

- (a) a Declared Default has occurred and is continuing, or



**Short particulars of all the property mortgaged or charged**

Continuation page (50)

The Binding Site Corporation Limited (Company Number 06979672)

- (b) the Security Agent reasonably considers that any of the Charged Property may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process

**4. Crystallisation: Automatic**

If

- (a) any Chargor creates or attempts to create any Security (other than any Security permitted under clause 27 15 (*Negative Pledge*) of the Facilities Agreement, over any of the Charged Property,
- (b) any person levies or attempts to levy any distress, execution or other process against any of the Charged Property,
- (c) a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of any Chargor or an administrator is appointed to any Chargor,
- (d) any person (who is entitled to do so) gives notice of its intention to appoint an administrator to any Chargor or files such a notice with the court,

then, notwithstanding Clause 4 1 (*Crystallisation By Notice*) of the Debenture and without prejudice to any law which may have a similar effect, the floating charge created by the relevant Chargor will automatically be converted (without notice) with immediate effect into a fixed charge as regards all the assets subject to the floating charge





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

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

**COMPANY NO. 6979672  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A FIXED AND FLOATING SECURITY  
DOCUMENT DATED 6 JULY 2011 AND CREATED BY THE  
BINDING SITE CORPORATION LIMITED FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM EACH CHARGOR TO  
HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED OR ANY  
OF THE OTHER SECURED PARTIES 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 19 JULY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 JULY 2011



*Companies House*  
— for the record —

4c



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES