



**Registration of a Charge**

Company name: **CONCEPT LIFE SCIENCES (ANALYTICAL LABORATORIES) LIMITED**  
Company number: **09771469**



Received for Electronic Filing: **23/10/2015**

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**Details of Charge**

Date of creation: **15/10/2015**  
Charge code: **0977 1469 0001**  
Persons entitled: **EQUISTONE PARTNERS EUROPE LIMITED**  
Brief description: **N/A**

**Contains fixed charge(s).**

**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL  
INSTRUMENT.**

Certified by:

**ADDLESHAW GODDARD LLP**



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

Company number: 9771469

Charge code: 0977 1469 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th October 2015 and created by CONCEPT LIFE SCIENCES (ANALYTICAL LABORATORIES) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd October 2015 .

Given at Companies House, Cardiff on 26th October 2015

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

**Deed of Accession**

**This Deed of Accession** is made on

15 October 2015

**Between**

- (1) **Concept Life Sciences (Analytical Laboratories) Limited** (registered in England with number 09771469);
  - (2) **Agenda 1 Analytical Services Limited** (registered in England with number 05903736); and
  - (3) **CXR Biosciences Limited** (registered in Scotland with number SC211745),
- (each an **Acceding Obligor** and together, **Acceding Obligors**); and
- (4) **Equistone Partners Europe Limited (Security Trustee)**.

**Whereas**

- (A) This Deed of Accession is supplemental to a composite guarantee and debenture dated 5 July 2014 between, inter alia, Concept Life Sciences (Holdings) Limited (formerly Project Elizabeth Topco Limited) and the Security Trustee (**Debenture**).

**It is agreed****1 Definitions and interpretation****1.1 Definitions**

- (a) Save to the extent otherwise defined in this Deed of Accession, terms defined in the Debenture have the same meaning when used in this Deed of Accession.
- (b) In this Deed of Accession, **Subsidiary Shares** means all shares present and future held by the Acceding Obligor or its Subsidiaries including those listed in schedule 2 (Subsidiary Shares) to this Deed of Accession.

**1.2 Interpretation**

Clauses 1.2 (Interpretation), 1.3 (Third party rights), 1.4 (Administration), 1.5 (Incorporated Terms) and 1.6 (Intercreditor Deed) of the Debenture are incorporated in this Deed of Accession as if they were set out in full in this Deed of Accession, but so that references in those clauses to **this Deed** shall be construed as references to this Deed of Accession.

**2 Accession of Acceding Obligor****2.1 Accession**

Each Acceding Obligor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it.

## 2.2 **Covenant to pay**

Each Acceding Obligor covenants with the Security Trustee that it will pay and discharge the Secured Obligations when they become due for payment and discharge in accordance with the terms of the Documents.

## 2.3 **Charging provisions**

All security created by an Acceding Obligor under clauses 2.4 to 2.7 inclusive is:

- (a) a continuing security for the payment and discharge of the Secured Obligations;
- (b) granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994;
- (c) granted in respect of all the right, title and interest (if any), present and future of the Acceding Obligor in and to the relevant Secured Asset; and
- (d) in favour of the Security Trustee.

## 2.4 **Legal mortgages**

Each Acceding Obligor charges by way of legal mortgage:

- (a) the properties described in schedule 1 (Properties) to this Deed of Accession;
- (b) all other interests and estates in freehold, leasehold and commonhold property (other than any Short Leasehold Property),

and, in each case, all Premises and Fixtures on such property for the time being.

## 2.5 **Assignments**

- (a) Each Acceding Obligor assigns:
  - (i) the agreements described in schedule 3 (Relevant Agreements) to this Deed of Accession; and
  - (ii) its Relevant Policies.
- (b) Each Acceding Obligor shall remain liable to perform all its obligations under the Relevant Agreements, and the Relevant Policies.
- (c) Notwithstanding the other terms of this clause 2.5, prior to the occurrence of an Event of Default which is continuing, each Acceding Obligor may, subject to the other terms of the Documents, continue to exercise all and any of its rights under and in connection with the Relevant Agreement.

## 2.6 **Fixed charges**

Each Acceding Obligor charges by way of fixed charge:

- (a) all other interests and estate in any freehold, leasehold (other than any Short Leasehold Property) or commonhold property;

- (b) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property;
- (c) the benefit of all other agreements, instruments and rights relating to its Secured Property;
- (d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, (together **Chattels**) present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them;
- (e) the Subsidiary Shares together with all Related Rights;
- (f) the Investments together with all Related Rights;
- (g) all book and other debts due to the Acceding Obligor and their proceeds (both collected and uncollected) (together **Debts**) and all rights, guarantees, security or other collateral in respect of the Debts or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them);
- (h) all monies from time to time standing to the credit of each account held by the Acceding Obligor with any bank, building society, financial institution or other person other than any Blocked Account (each an **Account**);
- (i) all its Intellectual Property;
- (j) all its goodwill and uncalled capital;
- (k) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them;
- (l) to the extent that any legal mortgage in clause 2.4 or any assignment in clause 2.5 is ineffective as a legal mortgage or an assignment (as applicable), the assets referred to in that clause.

## 2.7 Floating charge

Each Acceding Obligor charges by way of floating charge all its assets and undertaking wherever located both present and future other than any assets effectively charged by way of legal mortgage or fixed charge or assigned under clauses 2.4, 2.5 or 2.6.

## 2.8 Qualifying floating charge

This Deed of Accession contains a qualifying floating charge and clause 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by or under this Deed of Accession.

## 3 Consent of existing charging companies

The Chargors agree to the terms of this and agree that its execution will in no way prejudice or affect any Security granted by any of them by or under the Debenture.

**4 Security power of attorney**

Each Acceding Obligor, by way of security, irrevocably and severally appoints the Security Trustee, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which the Acceding Obligor is obliged to take under this Deed of Accession or the Debenture but which the Acceding Obligor has failed to do. Each Acceding Obligor ratifies and confirms whatever any attorney does or prompts to do pursuant to its appointment under this clause 4.

**5 Notices**

Each Acceding Obligor confirms that its address details for notices in relation to clause 25 of the Debenture are as follows:

Address: c/o Addleshaw Goddard LLP of 100 Barbirolli Square, Manchester M2 3AB

Attention: Alan Morgan

**6 Counterparts**

This Deed of Accession may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed of Accession.

**7 Governing law**

Clause 32 (Governing law) of the Debenture shall be incorporated in this Deed of Accession as if set out here in full but so that references to the Debenture shall be construed as references to this Deed of Accession.

This Deed of Accession has been entered into as a deed on the date given at the beginning of this Deed of Accession.

**Schedule 1**

**Properties**

INTENTIONALLY BLANK



**Schedule 2****Subsidiary Shares**

<b>Chargor</b>	<b>Name of company in which shares are held</b>	<b>Class of shares held</b>	<b>Number of shares held</b>
Concept Life Sciences (Analytical Laboratories) Limited	Agenda 1 Analytical Services Limited	A Ordinary shares of £1.00 each	9,000
		B Ordinary shares of £1.00 each	1,000

**Schedule 3****Relevant Agreements**

<b>Acceding Company</b>	<b>Date of Relevant Contract</b>	<b>Parties</b>	<b>Details of Relevant Contract</b>
Concept Life Sciences (Analytical Laboratories) Limited	Dated on or around the date of this deed	Amongst others,  (1) The Sellers (as defined within); and  (2) Concept Life Sciences (Analytical Laboratories) Limited	Agreement for the sale and purchase of the entire issued share capital of Agenda 1 Analytical Services Limited

## Schedule 4

## Relevant Policies (Insurance)

Acceding Company	Insurer	Policy number
Agenda 1 Analytical Services Limited	Covéa Insurance	PC02 021462578

Executed as a deed by  
**Concept Life Sciences (Analytical  
Laboratories) Limited**  
acting by a director in the presence of

) / Director

Signature of witness

Name ..... *Michael McDonald* .....

Address ..... ADDLESHAW GODDARD  
100 BARBICROLL SQUARE  
MANCHESTER M2 3AD  
TELEPHONE 0161 934 6000  
DX 14301 MANCHESTER .....

Executed as a deed by  
**Agenda 1 Analytical Services Limited**  
acting by a director in the presence of

) / Director

Signature of witness

Name ..... *Michael McDonald* .....

Address ..... ADDLESHAW GODDARD  
100 BARBICROLL SQUARE  
MANCHESTER M2 3AD  
TELEPHONE 0161 934 6000  
DX 14301 MANCHESTER .....

Executed as a deed by  
**CXR Biosciences Limited**  
acting by a director in the presence of

) / Director

Signature of witness

Name ..... *Michael McDonald* .....

Address ..... ADDLESHAW GODDARD  
100 BARBICROLL SQUARE  
MANCHESTER M2 3AD  
TELEPHONE 0161 934 6000  
DX 14301 MANCHESTER .....

Executed as a deed )  
by )  
**Equistone Partners Europe Limited** )  
acting by a director in the presence of: )



Witness

Signature .....

Name .....

Address .....

SUSAN WOODMAN  
London House, A Paul's  
Chancery Lane, London EC4A 3DF