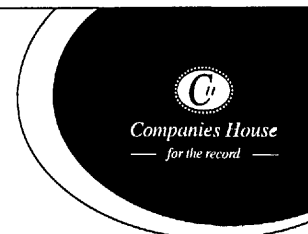


# MG01

## Particulars of a mortgage or charge



### A fee is payable with this form

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page

### ✓ What this form is for

You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland

### ✗ What this form is NOT for

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

MONDAY



\*JW6DW/C1\*

JNI

27/06/2011

65

COMPANIES HOUSE

1

### Company details

Company number N I 0 4 5 0 5 5

Company name in full Almac Pharma Services Limited (the "Chargor")

For official use 5

### → 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 d 2 d 3 m 0 m 6 y 2 y 0 y 1 y 1

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

Third Party Mortgage/Charge (the "Mortgage/Charge")

4

### Amount secured

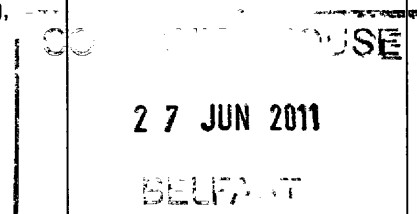
Please give us details of the amount secured by the mortgage or charge

Amount secured

All obligations and liabilities of the Chargor both present at the date of the Mortgage/Charge and future (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) up to a limit of £800,000 (plus all interest, legal and other costs and expenses) of the Chargor to Invest NI (the "Secured Liabilities") as and when any such obligations or liabilities become due, owing or payable and all costs, charges, expenses and other sums (banking, legal or otherwise) on a full indemnity basis howsoever incurred or to be incurred by Invest NI by or through any Receiver, attorney, delegate, sub-delegate, substitute or agent of Invest NI (including, without limitation, the remuneration of any of them) for any of the purposes referred to in the Mortgage/Charge or in relation to the enforcement of the security together with interest to the date of payment (as well after as before any demand made or judgment obtained thereunder)

### Continuation page

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





## MG01 - continuation page

### Particulars of a mortgage or charge

4

#### Amount secured

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

Amount secured

at such rates and upon such terms as may from time to time be agreed and in the absence of agreement at the Default Rate



# 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

Name Invest Northern Ireland ("Invest NI")

Address Bedford Square, Bedford Street

Belfast

Postcode B T 2 7 E H

Name

Address

Postcode

#### Continuation page

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

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

The Chargor as beneficial owner and to the intent that the mortgages, charges and assignments contained in the Mortgage/Charge will be a continuing security for the payment and discharge of all monies, liabilities and obligations agreed to be paid or discharged by it under the Mortgage/Charge -

THEREBY GRANTED, AND CONVEYED, unto Invest NI ALL THAT AND THOSE the freehold property and fee farm grant property, hereditaments and premises specified in Part A of Schedule 1 to the Mortgage/Charge together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon TO HOLD the same unto Invest NI in fee simple subject to the proviso for redemption contained in the Mortgage/Charge,

THEREBY DEMISED unto Invest NI ALL THAT AND THOSE the lands, hereditaments and premises of leasehold tenure specified in Part A of Schedule 1 to the Mortgage/Charge together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon TO HOLD the same unto Invest NI for the residue of the respective terms of years for which the Chargors now hold the same less the last three days thereof of each such term subject to the proviso for redemption contained in the Mortgage/Charge,

THEREBY CHARGED as a first fixed charge so much of the lands, hereditaments and premises specified in Part B of Schedule 1 to the Mortgage/Charge title to which is registered or is in the course of being registered under the Land Registration Act (Northern Ireland) 1970 as are of leasehold and/or freehold tenure together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon,



# MG01 - continuation page

## Particulars of a mortgage or charge

6

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

Please give the short particulars of the property mortgaged or charged

Short particulars

THEREBY CHARGED by way of first fixed charge

(i) all its rights in any policies of insurance relating to the Mortgaged Property, including the proceeds of any claims under such policies, the rent and the benefit of any guarantee or security in respect of the rent, the benefit of any assigned agreement and the benefit of any guarantee or security for the performance of any assigned agreement to the extent not effectively assigned under clause 3 2 5,

(ii) the benefit of all contracts, guarantees, appointments, warranties and other documents to which the Chargor is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation or otherwise relating to the Mortgaged Property, including, in each case, but without limitation, the right to demand and receive all monies whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them, and

(iii) all authorisations (statutory or otherwise) held or required in connection with any business carried on at the property or the use of any Mortgaged Property, and all rights in connection with them

THEREBY ASSIGNED ABSOLUTELY, subject to a proviso for re-assignment on redemption, all of its present and future rights, title and interest

(1) in any policies of insurance relating to the Mortgaged Property, including the proceeds of any claims under such policies,

(2) under any lease document relating to the Mortgaged Property,

(3) in respect of all rental income relating to the Mortgaged Property,

(4) under any guarantee of rental income contained in or relating to any lease document,

(5) under each appointment of a managing agent in relation to the Mortgaged Property, and

(6) under any other agreement to which it is a party in relation to the Mortgaged Property, except to the extent that it is subject to any fixed security created under any other term of this Clause

Negative Pledge

Except as expressly allowed in the Facility Letter, the Chargor must not create or permit to subsist any Security Interest on any Security Asset (except for the Mortgage/Charge)

Except as expressly allowed in the Facility Letter, the Chargor must not sell, transfer, licence, lease or otherwise dispose of any Security Asset, except for the disposal in the ordinary course of trade of any Security Asset subject to the floating charge created under the Mortgage/Charge





# MG01 - continuation page

## Particulars of a mortgage or charge

6

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

Please give the short particulars of the property mortgaged or charged

Short particulars

#### Definitions

"Borrower" means Almac Sciences Limited (Company No NI041550)

"Default Rate" means the rate per annum determined by Invest NI from time to time to be two per cent over the rate at which overnight or call deposits (or deposits for periods of such duration as Invest NI may from time to time designate but having regard to the likely duration of the non-payment) in the relevant currency are offered to Invest NI in the relevant inter-bank market for the currency in question at or about 11am in the relevant centre of the relevant inter-bank market on the business day immediately following the due date, the rate to be re-calculated on the same basis at the end of each such period until the sum in question is received by Invest NI

"Facility Letter" means the Facility Letter dated 2nd August 2004 and agreed between the Borrower, the Parent and Invest NI

"Security Assets" means all assets of the Chargor the subject of any security created by the Mortgage/Charge or intended to be charged by the Mortgage/Charge

"Security Period" means the period beginning on the date of the Mortgage/Charge and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full

"Fixtures" means all fixtures and fittings and fixed plant and machinery on the Mortgaged Property

"Parent" means Almac Group (UK) Limited

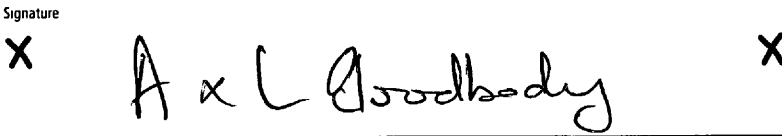
"Premises" means all buildings and erections included in the definition of Security Assets

"Mortgaged Property" means all that part of the lands and premises as are comprised in Land Registry Folio AR91599 County Armagh which are known as Building 11 Seagoe Industrial Estate, Craigavon, County Armagh and are more particularly outlined in red on the attached map thereto for identification purposes and all freehold or leasehold property included in the definition of Security Assets



# MG01

## Particulars of a mortgage or charge

<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b>  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 <ul style="list-style-type: none"> <li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li> <li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li> </ul> 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	
<b>8</b>	<b>Delivery of instrument</b>  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)	
<b>9</b>  Signature	<b>Signature</b>  Please sign the form here  <div style="border: 1px solid black; padding: 5px; text-align: center;">  </div> 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	Ross Kane
Company name	A&L Goodbody Solicitors
Address	6th Floor, Lesley Tower
42-46 Fountain Street	
Post town	Belfast
County/Region	Antrim
Postcode	B T 1 5 E F
Country	Northern Ireland
DX	2016 NR Belfast 2
Telephone	028 90 314466



### 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)





**FILE COPY**

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

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

**COMPANY NO. NI45055  
CHARGE NO. 5**

**THE REGISTRAR OF COMPANIES FOR NORTHERN IRELAND  
HEREBY CERTIFIES THAT A THIRD PARTY  
MORTGAGE/CHARGE DATED 23 JUNE 2011 AND CREATED BY  
ALMAC PHARMA SERVICES LIMITED FOR SECURING £800,000  
AND ALL OTHER MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO INVEST NORTHERN IRELAND WAS REGISTERED  
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT  
2006 ON THE 27 JUNE 2011**

**GIVEN AT COMPANIES HOUSE, BELFAST THE 29 JUNE 2011**



*Companies House*  
— for the record —



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

