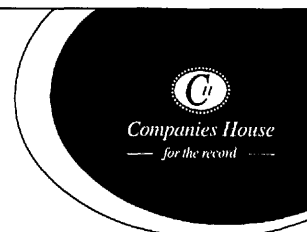


# MG01

## 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

THURSDAY



\*JW56AVFA\*

JN 30/06/2011 411  
COMPANIES HOUSE

<b>1</b>	<b>Company details</b>	For official use 6
Company number	N I 0 4 5 0 5 5	<b>→ Filing in this form</b> Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	Almac Pharma Services Limited (the "Mortgagor")	

<b>2</b>	<b>Date of creation of charge</b>
Date of creation	d 2 4 m 0 6 y 2 0 y 1 1

<b>3</b>	<b>Description</b>
Description	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge' Mortgage (the "Mortgage")

<b>4</b>	<b>Amount secured</b>	<b>Continuation page</b> Please use a continuation page if you need to enter more details
Amount secured	Please give us details of the amount secured by the mortgage or charge (a) Any and all sums and liabilities (whether incurred solely or jointly, whether as principal or surety or in any other capacity, whether actual or contingent, whether now existing or hereafter arising, whether or not for the payment of money and including without limitation, any obligation or liability to pay damages) which are or may become payable or owing by the Mortgagor to the Bank from time to time, including, without limitation, under and pursuant to the terms of the Finance Documents, and (b) interest at the Interest Rate on such sums and liabilities as may be due and/or owing to the Bank under the Mortgage, and (c) all legal and other costs charges and expenses which the Bank or any receiver may pay or incur in enforcing or trying to enforce payment under the Mortgage or which are recoverable from the Mortgaged Property or which are paid or incurred in relation to any other matters under the Mortgage (the "Secured Amounts")	



# MG01

## Particulars of a mortgage or charge

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### 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 Northern Bank Limited (the "Bank")

Address Donegall Square West

Belfast

Postcode B T 1 6 J S

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

As a continuing security for payment to the Bank of the Secured Amounts, the Mortgagor as beneficial owner thereby

(a) charged so much of the Mortgaged Property as comprises registered land with the payment to the Bank of the Secured Amounts,

(b) demised unto the Bank so much of the Mortgaged Property as comprises unregistered land of freehold tenure to hold the same unto the Bank for a term of ten thousand years, and

(c) demised unto the Bank so much of the Mortgaged Property as comprises unregistered land of leasehold tenure to hold the same unto the Bank for the residue of the term(s) created by the lease (s) under which the same is held less the last ten days of such term(s),

(d) assigned to the Bank so much of the Mortgaged Property as does not consist of land to hold the same unto the Bank absolutely, and

(e) assigned the Licence to the Bank to hold the same unto the Bank absolutely,

The security created by the Mortgage will include all of the Mortgagor's full interest in the Mortgaged Property and the proceeds of sale of the Mortgaged Property

PLEASE SEE CONTINUATION SHEETS



# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>Negative Pledge</b></p> <p>Without prejudice to the terms of the Facilities Agreement, unless the Bank's written consent has been obtained beforehand (which consent shall not be unreasonably withheld)</p> <p>(a) the Mortgagor will not sell, assign, lease, grant in fee farm, let, license, or otherwise dispose of or deal in any other way with, or part with possession of, any of the Mortgaged Property, and</p> <p>(b) the Mortgagor shall not create any Security over any of the Mortgaged Property and will not allow any such Security to exist</p> <p><b>Definitions</b></p> <p>"Bank" means Northern Bank Limited and any person to whom all or any of the rights of the Bank under the Mortgage are transferred pursuant to the terms of the Facilities Agreement and any successor in business to the Bank,</p> <p>"Facilities Agreement" means the facilities agreement dated 24 June 2011, between, inter alios, Almac Group Limited as the Company, Almac Group Limited as the Original Borrower, the subsidiaries of the Company listed in Part I of Schedule 1 as the Original Guarantors, the financial institutions listed in Part II of Schedule 1 as Original Lenders, Northern Bank Limited as Agent, Arranger and Lender</p> <p>"Interest Rate" means the interest rate or rates payable by the Mortgagor on the Secured Amounts, being the rate or rates agreed between the Mortgagor and the Bank from time to time (and in respect of sums due under the Finance Documents, determined in accordance with the provisions of Clause 9.3 of the Facilities Agreement) or, if no rate has been agreed in relation to any of the Secured Amounts, the rate which is one per cent per annum above the Bank's published base rate from time to time</p> <p>"Licence" means any licence granted in respect of the Mortgaged Property under the provisions of the Licensing (Northern Ireland) Order 1996</p> <p>"Finance Documents" has the meaning ascribed to it in the Facilities Agreement</p>



# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Mortgaged Property" means</p> <p>(a) the land and premises situated at and known as Building 1, Seagoe Industrial Estate, Craigavon County Armagh being</p> <p>(i) part freehold as comprised in Folio No AR18839 Co Armagh, and</p> <p>(ii) part leasehold held pursuant to a Lease dated 2 March 1989 made between Department of Economic Development (1) and Galen Limited (2) for a term of 999 years from 2 March 1989 and comprised in that part of Folio No AR7936L Co Armagh shown outlined in red on the map annexed to the Mortgage and whatever estate, interest right or title which the Mortgagor may have in or to that property, and</p> <p>(b) all buildings and other things of whatever nature on, and intended to form part of, that property,</p> <p>(c) all fixed plant and machinery and fixtures now in and on the lands and buildings described at paragraphs (a) and (b) of this definition including such as are used or are required to carry on of the trade or business at the date of the Mortgage or at any time or times carried on in and upon those lands and buildings and</p> <p>(d) all fixed plant and machinery and fixtures which may at any time thereafter be in upon or about those lands and buildings whether the same shall be in addition to or be substituted for all or any of the machinery chattels and things mentioned at paragraph (c) of this definition</p> <p>"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</p>	





# MG01

## Particulars of a mortgage or charge

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### 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

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### 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).

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### Signature

Please sign the form here

Signature

Signature

X A + L Goodbody 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	Aisling Owens
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. 6**

**THE REGISTRAR OF COMPANIES FOR NORTHERN IRELAND  
HEREBY CERTIFIES THAT A MORTGAGE DATED 24 JUNE 2011  
AND CREATED BY ALMAC PHARMA SERVICES LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO NORTHERN BANK LIMITED WAS REGISTERED  
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT  
2006 ON THE 30 JUNE 2011**

**GIVEN AT COMPANIES HOUSE, BELFAST THE 5 JULY 2011**



*Companies House*  
— for the record —



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

