



Registration of a Charge

Company name: **ALBA BIOSCIENCE LIMITED**

Company number: **SC310584**



X5HZQ4AZ

Received for Electronic Filing: **20/10/2016**

Details of Charge

Date of creation: **14/10/2016**

Charge code: **SC31 0584 0008**

Persons entitled: **U.S. BANK NATIONAL ASSOCIATION AS COLLATERAL AGENT FOR THE SECURED PARTIES**

Brief description:

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **JONATHAN HEANEY**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 310584

Charge code: SC31 0584 0008

The Registrar of Companies for Scotland hereby certifies that a charge dated 14th October 2016 and created by ALBA BIOSCIENCE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th October 2016 .

Given at Companies House, Edinburgh on 21st October 2016

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

 Burness Paull

ALBA BIOSCIENCE LIMITED
as Chargor

in favour of

U.S. BANK NATIONAL ASSOCIATION
as Collateral Agent for the Secured Parties

BOND AND FLOATING CHARGE

Certified a true copy

Edinburgh 20/10/16


for and on behalf of Burness Paull LLP

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BOND AND FLOATING CHARGE

by

- (1) **ALBA BIOSCIENCE LIMITED**, a company incorporated under the Companies Acts with registered number SC310584 and having its registered office at Douglas Building, Pentlands Science Park, Bush Loan, Penicuik, Midlothian, EH26 0PL (the “**Chargor**”)

in favour of

- (2) **U.S. BANK NATIONAL ASSOCIATION** in its capacity as trustee (and its successors under the Indenture (as defined below), in such capacity, the “**Trustee**”), and in its capacity as Collateral Agent for the Secured Parties (as defined below) (and its successors under the Indenture (the “**Collateral Agent**”))

NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Instrument:

“**Administrator**” means any administrator appointed pursuant to this Instrument;

“**Bankruptcy Proceeding**” means, with respect to any Person, a general assignment by such Person for the benefit of its creditors, or the institution by or against such Person of any proceeding seeking relief as debtor, or seeking to adjudicate such Person as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment or composition of such Person or its debts, under any law or regulation relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for such Person or for any substantial part of its property;

“**Co-Collateral Agent**” means a financial institution appointed by the Collateral Agent in accordance with the terms of the Collateral Agreement to act as co-collateral agent for the Secured Parties;

“**Collateral Agreement**” means the Collateral Agreement dated as of the date hereof among the Issuer, the other Grantors party thereto, the Trustee and the Collateral Agent, as may be amended, extended, renewed, restated, supplemented, waived or otherwise modified from time to time;

“**Event of Default**” has the meaning given to it in the Indenture;

“**Grantors**” means the Issuer and the Subsidiary Parties;

"Indenture" means the indenture between amongst others, the Issuer, the Guarantors and the Collateral Agent dated on or around the date hereof (as amended, extended, renewed, restated, supplemented, waived or otherwise modified from time to time,);

"Indenture Documents" means (a) the Indenture and the Securities, (b) each Intercreditor Agreement, (c) each other Security Document, including this Instrument and (d) any other related documents or instruments executed and delivered pursuant to or in connection with the Indenture or any other Indenture Document, in each case, as such agreements may be amended, extended, renewed, restated, supplemented, waived or otherwise modified from time to time;

"Insurances" means the Chargor's interest in all contracts and policies of insurance which are from time to time taken out or effected by or on behalf of the Chargor in connection with the Secured Assets;

"Issuer" means Quotient Limited, a public limited liability no par value company formed under the laws of Jersey with an address at Elizabeth House, 9 Castle Street, St. Helier, JE2 3RT Jersey, Channel Islands;

"Obligations" means all Obligations of every nature of each Grantor under the Indenture Documents from time to time owed to the Trustee, any Holder of Securities, the Collateral Agent and any other Secured Party, whether for principal, interest (including interest which, but for the filing of a petition in any Bankruptcy Proceeding with respect to such Grantor, would have accrued on any Obligation, whether or not a claim is allowed or allowable against such Grantor for such interest in such proceeding), premium, fees, expenses, indemnification, performance or otherwise;

"Receiver" means any receiver or administrative receiver appointed in respect of the Secured Assets (whether pursuant to this Instrument, pursuant to any statute, by a court or otherwise) and includes joint receivers;

"Secured Assets" means the whole of the property (including uncalled capital) which is or may be from time to time while this Instrument is in force comprised in the property and undertaking of the Chargor;

"Secured Parties" means (a) the Collateral Agent (including any Co-Collateral Agents), (b) each Holder of Securities, (c) the Trustee and (d) the successors and permitted assigns of each of the foregoing; and

"Subsidiary Parties" means Alba Bioscience Limited, QBD (QS IP) Limited, Quotient Biocampus Limited, Quotient Biodiagnostics, Inc., Quotient Suisse SA and each Subsidiary that becomes a party to the Collateral Agreement as a Subsidiary Party after the date of the Collateral Agreement.

1.2 Construction

- 1.2.1 Capitalised terms defined in the Indenture have, unless expressly defined in this Instrument, the same meaning in this Instrument.
- 1.2.2 An Indenture Document or other document includes (without prejudice to any prohibition on amendments) all amendments however fundamental to that Indenture Document or other document, including any amendment providing for any increase in the amount of a facility or any additional facility.
- 1.2.3 The term this "Security" means any security created by this Instrument.
- 1.2.4 An Event of Default is "continuing" if it has not been waived or cured to the satisfaction of the Collateral Agent.
- 1.2.5 A reference to any asset, unless the context otherwise requires, includes any present and future asset.
- 1.2.6 If the Collateral Agent considers that an amount paid to it or a Receiver or the Secured Parties is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Instrument.
- 1.2.7 Unless the context otherwise requires, a reference to the Secured Assets includes the proceeds of sale of that Secured Assets.

2 BOND

- 2.1 The Chargor undertakes to the Collateral Agent for the benefit of the Secured Parties that it will pay or discharge to the Collateral Agent all the Obligations on demand in writing when the Obligations become due for payment or discharge (whether by acceleration or otherwise).
- 2.2 Paragraph 14 of Schedule B1 to the Insolvency Act (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to this Instrument which is accordingly a qualifying floating charge.

3 FLOATING CHARGE

The Chargor as security for the payment and discharge of all the Obligations hereby grants in favour of the Collateral Agent a floating charge over the Secured Assets.

4 NEGATIVE PLEDGE AND RANKING OF FLOATING CHARGE

- 4.1 The Chargor agrees that it shall be prohibited from granting or creating subsequent to the date of execution of this Instrument any fixed security or any other floating charge over the Secured Assets or any part or parts of them, other than in favour of the Collateral Agent or in favour of another person and with the prior written consent of the Collateral Agent (acting pursuant to instructions of the Secured Parties in accordance with the Indenture Documents).
- 4.2 Any fixed security granted by the Chargor in favour of the Collateral Agent in respect of the Obligations (whether before or after the date of execution of this Instrument) shall rank in priority to this Security.
- 4.3 In the event that the Chargor grants or creates any fixed security or floating charge in breach of the prohibition in Clause 4.1 or with the consent of the Collateral Agent under Clause 4.1 but with no written agreement of the Collateral Agent as to the ranking of them, this Instrument shall rank in priority to that fixed security or floating charge.

5 UNDERTAKINGS

- 5.1 The Chargor hereby undertakes to the Collateral Agent that it shall carry on and conduct its business and affairs in a proper and efficient manner and, unless otherwise specifically permitted in the Indenture, it shall:
- 5.1.1 keep all of the Secured Assets in good and sufficient repair and all plant and machinery or other moveable property in good working order and condition, in each case fair wear and tear excepted, and, where necessary for the efficient conduct of its business, renew and replace the same as and when the same shall become obsolete, worn out or destroyed (if commercially prudent to do so);
- 5.1.2 not, without the prior written consent of the Collateral Agent, become cautioner, guarantor or surety for any person, firm or company;
- 5.1.3 not, without the prior written consent of the Collateral Agent, undertake any obligation to any third party whereby the Chargor's rights to recover or take payment of any monies due or which may become due to the Chargor from any debtor of the Chargor are postponed or subordinated to the claims of such third party;
- 5.1.4 pay all rents, rates, taxes, levies, assessments, impositions and outgoings whatsoever, whether governmental, municipal or otherwise, which may be imposed upon or payable in respect of the Secured Assets as and when the same shall become payable, taking into account agreed periods of grace (if

any) and also punctually pay and discharge all debts and Obligations which by law may have priority over this Security;

- 5.1.5 insure and keep insured such of the Secured Assets as comprise heritable and real, moveable and personal property and effects of every description with underwriters, insurance companies or other insurers to be approved by the Collateral Agent against loss or damage by fire and such other contingencies and risks as may be required by the Collateral Agent (acting pursuant to instructions of the Secured Parties in accordance with the Indenture Documents) in their full reinstatement value or for such insured value as the Collateral Agent may specify or agree from time to time in writing for the time being in the name of the Chargor with the interest of the Collateral Agent endorsed on the policy or policies or noted as the Collateral Agent may require (acting pursuant to instructions of the Secured Parties in accordance with the Indenture Documents);
- 5.1.6 duly pay all premiums and sums payable for the purposes and produce the receipts therefor or other evidence of payment to the Collateral Agent within fourteen days of being requested by the Collateral Agent so to do, and not do anything or omit to do anything in or upon or relating to the Secured Assets or any part thereof which may render any Insurances void or voidable;
- 5.1.7 save as permitted by the Indenture, not, without the prior written consent of the Collateral Agent (acting pursuant to instructions of the Secured Parties in accordance with the Indenture Documents), sell, transfer, lease, hire out, lend, discount, factor, charge or otherwise dispose of, deal in or remove all or any of the Secured Assets;
- 5.1.8 notify the Collateral Agent of any freehold or leasehold property the title to which is registered at H.M. Land Registry (England and Wales) and of any application which may be made to record or register at H.M. Land Registry or any other land registry (other than the Register of Sasines and the Land Register of Scotland) the title to any freehold or leasehold or other property owned by it and to produce to the Collateral Agent the relevant official copy of the title;
- 5.1.9 notify the Collateral Agent of any trade marks registered or applied to be registered in the register maintained under Section 63 of the Trade Marks Act 1994 at any time prior to or after the date of this Instrument in the United Kingdom and deliver to the Collateral Agent along with such notification Form TM 24 (or such other form as may be prescribed by the Registrar of Trade Marks for the registration of the prescribed particulars of the grant of a security interest (whether fixed or floating) under Section 25 of the Trade Marks Act 1994), duly completed and ready to be signed and despatched by the Collateral Agent to the Comptroller General of Patents Designs and Trade Marks.

- 5.1.10 maintain its centre of main interests (COMI) for the purposes of the Council Regulation (EC) No 1346/2000 on Insolvency Proceedings, in the United Kingdom.
- 5.2 Except as the Collateral Agent may from time to time otherwise agree in writing (acting pursuant to instructions of the Secured Parties in accordance with the Indenture Documents):
- 5.2.1 the Chargor shall promptly get in and realise in the ordinary course of its trade or business all its book debts (but this shall not permit the selling, assigning, factoring or discounting of all or any of such book debts) apart from balances standing to the credit of any account with any bank or financial institution and, until payment into an account as provided below, shall procure that it holds the proceeds of such getting in and realisation (including all monies receivable in respect thereof) in trust for the Collateral Agent in such manner as the Collateral Agent may require (acting pursuant to instructions of the Secured Parties in accordance with the Indenture Documents);
- 5.2.2 the Chargor shall immediately pay into such account or accounts with such bank or banks as the Collateral Agent may from time to time direct in writing all monies whatever payable or paid to it from time to time including, without limitation, all monies which it may receive in respect of the book and other debts and claims secured by it under this Instrument; and
- 5.2.3 if at any time called upon to do so by the Collateral Agent, the Chargor shall immediately execute and deliver to the Collateral Agent an assignation of all or any of its book debts to the Collateral Agent at the cost of the Chargor and in such form as the Collateral Agent may require (acting pursuant to instructions of the Secured Parties in accordance with the Indenture Documents).
- 5.3 The Chargor will observe and perform in all respects restrictive and other covenants and stipulations and burdens for the time being affecting its heritable, freehold or leasehold property or the mode of use or the enjoyment of the same or affecting its moveable or personal property or its ancillary or connected rights and will not, without the prior consent in writing of the Collateral Agent, enter into any onerous or restrictive obligations with regard thereto and the Chargor will not do or suffer or omit to be done any act, matter or thing whereby any provisions of any Act of Parliament, order or regulation whatever from time to time in force affecting such property or rights shall be infringed.
- 5.4 The Chargor will notify the Collateral Agent promptly in the event of any creditor exercising diligence against it or any of the Secured Assets wherever situated or taking any steps which might be expected to lead thereto.

5.5 The Chargor will notify the Collateral Agent promptly of the acquisition by it of any heritable, freehold or leasehold property.

5.6 The Chargor will, if the Collateral Agent so requires (acting pursuant to instructions of the Secured Parties in accordance with the Indenture Documents), deposit with the Collateral Agent all certificates, deeds and other documents of title or evidence of ownership in relation to all or any of the Secured Assets.

6 SET-OFF

Without prejudice to any of its other rights, remedies or powers, the Collateral Agent shall be entitled to hold all sums which are now or which may at any time hereafter be at the credit of any account or accounts in the name of the Chargor with the Collateral Agent as security for the Obligations and to apply without notice to the Chargor any such sums in and towards discharge of the Obligations. The Collateral Agent shall not be obliged to exercise its rights under this Clause 6, which shall be without prejudice and in addition to any right of set-off, compensation, combination of accounts, lien or other right to which it is at any time otherwise entitled (whether by operation of law, contract or otherwise).

7 ENFORCEMENT

7.1 In addition to any statutory provisions concerning enforceability or attachment this Security shall become enforceable upon and the Collateral Agent's powers of appointment and other rights and powers shall become exercisable at any time after:

7.1.1 the occurrence of an Event of Default which is continuing; or

7.1.2 the receipt of any request from the board of directors of the Chargor; or

7.1.3 the taking (or purported taking) by any person of any step towards the winding up or dissolution of the Chargor or towards the appointment of any administrator, trustee, administrative receiver, receiver, liquidator or the like to the Chargor or the whole or any part of its property

and the Collateral Agent may then (or as soon thereafter as permitted by law) by instrument in writing (but shall not be obligated to) appoint any person or persons (if more than one with power to act both jointly and separately) to be an administrator of the Chargor or (subject, if applicable, to Section 72A of the Insolvency Act 1986) a receiver of the Secured Assets. In addition, and without prejudice to the foregoing provisions of this Clause 7.1, in the event that any person appointed to be a Receiver shall be removed by a court or shall otherwise cease to act as such, then the Collateral Agent shall be entitled so to appoint another person as Receiver in his place.

7.2 An Administrator shall have and be entitled to exercise, in addition to and without limiting all the powers of an administrator under the Insolvency Act 1986, all the

subject always to the rights of the Collateral Agent as holder of this Security.

- 7.3 To the extent that any of the Secured Assets constitutes "financial collateral" and this Security Agreement and the Obligations of the Chargor hereunder constitute a "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226) (the "Regulations")) the Collateral Agent shall have the right to appropriate all or any part of such financial collateral in or towards discharge of the Obligations and may exercise such right to appropriate upon giving written notice to the Chargor. For this purpose, the parties agree that the value of such financial collateral so appropriated shall be (a) in the case of cash, the amount standing to the credit of each of the relevant accounts, together with any accrued but unposted interest, at the time the right of appropriation is exercised; and (b) in the case of any shares, stocks, debentures, bonds or other securities or investments, the market price of such shares, stocks, debentures, bonds or other securities or investments determined by the Collateral Agent by reference to a public index or by such other process as the Collateral Agent may select, including independent valuation. In each case, the parties agree that the method of valuation provided for in this Security Agreement shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

8 OFFICE OF RECEIVER

- 8.1 Any Receiver appointed under Clause 7 (Enforcement) shall be the agent of the Chargor for all purposes and (subject to the provisions of the Insolvency Act 1986) the Chargor alone shall be responsible for his contracts, engagements, acts, omissions, defaults and losses and for liabilities incurred by him and for his remuneration and his costs, charges and expenses and the Collateral Agent shall not incur any liability for those (either to the Chargor or any other person) by reason of the Collateral Agent making his appointment as such Receiver or for any other reason whatsoever.
- 8.2 Any Receiver appointed under Clause 7 (Enforcement) shall be entitled to remuneration for his services and the services of his firm appropriate to the responsibilities involved. Subject to Section 58 of the Insolvency Act 1986, the remuneration of the Receiver may be fixed by the Collateral Agent (and may be or include a commission calculated by reference to the gross amount of all money received or otherwise and may include remuneration in connection with claims, actions or proceedings made or brought against the Receiver by the Chargor or any other person or the performance or discharge of any obligation imposed upon him by statute or otherwise) but such remuneration shall be payable by the Chargor alone and the amount of such remuneration shall form part of the Obligations and accordingly be secured on the Secured Assets under the floating charge constituted by this Instrument.

9 APPLICATION OF ENFORCEMENT PROCEEDS

- 9.1 All monies received by the Collateral Agent or any Receiver under or by virtue of this Instrument following enforcement of the security hereby granted or of any security

interest constituted pursuant hereto shall be applied, subject to the claims of any creditors ranking in priority to or *pari passu* with the claims of the Collateral Agent under this Instrument, in the following order:

9.1.1 firstly, in or towards payment of all costs, charges and expenses of or incidental to the appointment of the Receiver and the exercise of all or any of his powers, including his remuneration and all outgoings paid by and liabilities incurred by him as a result of such exercise; and

9.1.2 secondly, in or towards satisfaction of the Obligations in accordance with Section of 5.3 of the Collateral Agreement.

9.2 Nothing contained in this Instrument shall limit the right of the Receiver or the Collateral Agent (and the Chargor acknowledges that the Receiver and the Collateral Agent are so entitled) if and for so long as the Receiver or the Collateral Agent, in their discretion, shall consider it appropriate, to place all or any monies arising from the enforcement of the security interest hereby granted or any security created pursuant to this Instrument into a suspense account, without any obligation to apply the same or any part thereof in or towards the discharge of any of the Obligations.

10 PROTECTION OF SECURITY

10.1 The security created by and any security interest constituted pursuant to this Instrument shall be a continuing security notwithstanding any settlement of account or other matter or thing whatsoever and in particular (but without prejudice to the generality of the foregoing) shall not be considered satisfied by an intermediate repayment or satisfaction of part only of the Obligations and shall continue in full force and effect until total and irrevocable satisfaction of all the Obligations.

10.2 The security created by and any security interest constituted pursuant to this Instrument shall be in addition to and shall not in any way prejudice or be prejudiced by any collateral or other security, right or remedy which the Collateral Agent may now or at any time hereafter hold for all or any part of the Obligations.

10.3 No failure on the part of the Collateral Agent to exercise and no delay on its part in exercising any right, remedy, power or privilege under or pursuant to this Instrument or any other document relating to or securing all or any part of the Obligations will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Instrument and any such other document are cumulative and not exclusive of any right or remedies provided by law.

10.4 Each of the provisions in this Instrument shall be severable and distinct from one another and if at any time any one or more of such provisions is or becomes or is declared null and void, invalid, illegal or unenforceable in any respect under any law or otherwise howsoever, the validity, legality and enforceability of the remaining

provisions of this Instrument shall not in any way be affected or impaired by that occurrence.

- 10.5 If the Collateral Agent or any other Secured Parties receives or is deemed to be affected by notice, whether actual or constructive, of any subsequent security or other interest affecting any part of the Secured Assets and/or the proceeds of sale(s) thereof, the Collateral Agent and each other Secured Parties may open a new account or accounts in the name of the Chargor. If the Collateral Agent or such other Secured Party does not open a new account or accounts, it shall nevertheless be treated as if it had done so at the time when it receives or was deemed to have received notice and as and from that time all payments made by the Chargor to the Collateral Agent (whether in its capacity as trustee or otherwise) or to another Secured Party shall be credited or be treated as having been credited to the new account or accounts and shall not operate to reduce the amount for which this Instrument is security.
- 10.6 Neither the security created by, nor any security interest constituted pursuant to, this Instrument nor the rights, powers, discretions and remedies conferred upon the Collateral Agent by this Instrument or by law shall be discharged, impaired or otherwise affected by reason of:
- 10.6.1 any present or future security, guarantee, indemnity or other right or remedy held by or available to the Collateral Agent being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Collateral Agent from time to time exchanging, varying, realising, releasing or failing to perfect or enforce any of the same; or
- 10.6.2 the Collateral Agent compounding with, discharging or releasing or varying the liability of, or granting any time, indulgence or concession to, the Chargor or any other person or renewing, determining, varying or increasing any accommodation or transaction in any manner whatsoever or concurring in accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from the Chargor or any other person; or
- 10.6.3 any act or omission which would not have discharged or affected the liability of the Chargor had it been a principal debtor instead of cautioner or by anything done or omitted which but for this provision might operate to exonerate the Chargor from the Obligations; or
- 10.6.4 any legal limitation, disability, incapacity or other similar circumstance relating to the Chargor.
- 10.7 The Collateral Agent shall not be obliged, before exercising any of the rights, powers or remedies conferred upon it by or pursuant to this Instrument or by law, to:
- 10.7.1 take any action or obtain judgement or decree in any court against the Chargor; or

10.7.2 make or file any claim to rank in a winding-up or liquidation of the Chargor;
or

10.7.3 enforce or seek to enforce any other security taken, or exercise any right or
plea available to the Collateral Agent, in respect of any of the Chargor's
Obligations under the Indenture.

11 FURTHER ASSURANCE

The Chargor shall execute and do all such assurances, acts and things as the Collateral Agent may require for perfecting or protecting the security created by or pursuant to this Instrument over the Secured Assets or for facilitating the realisation of such assets and the exercise of all powers, authorities and discretions conferred on the Collateral Agent or on any Receiver by this Instrument and shall in particular (but without limitation) promptly after being requested to do so by the Collateral Agent (acting pursuant to instructions of the Secured Parties in accordance with the Indenture Documents) or any Receiver, execute all assignments and transfers (in favour of the Collateral Agent or any Receiver or to such nominee as either shall direct) of the Secured Assets which come into existence after the date of this Instrument and give all notices orders and directions which the Collateral Agent or any Receiver may require for the purposes specified in this Clause 11.

12 MANDATE AND ATTORNEY

12.1 The Chargor hereby irrevocably appoints the Collateral Agent and any Receiver to be its mandatary and attorney for it and on its behalf and in its name or otherwise and as such to create or constitute any deed, or to make any alteration or addition or deletion in or to, any documents which the Collateral Agent or the Receiver may require for perfecting or protecting the title of the Collateral Agent or the Receiver to the Secured Assets or for vesting any of the Secured Assets in the Collateral Agent or the Receiver or its nominees or any purchaser and to re-deliver the same thereafter and otherwise generally to sign, seal and deliver and perfect any fixed security, floating charge, transfer, disposition, assignment, security and/or assurance or any writing, assurance, document or act which may be required or may be deemed proper by the Collateral Agent or the Receiver on or in connection with any sale, lease, disposition, realisation, getting in or other enforcement by the Collateral Agent or the Receiver of all or any of the Secured Assets.

12.2 The Chargor hereby ratifies and confirms and agrees to ratify and confirm whatever any such mandatary or attorney shall do in the exercise or purported exercise of all or any of the powers, authorities and discretions referred to in this Clause 12.

12.3 The appointment effected under Clause 12.1 shall take effect immediately (or in the case of a Receiver, upon appointment), but the powers conferred shall only become exercisable if the Chargor does not fulfil its obligations under this Instrument within 3

Business Days of the Chargor receiving notice from the Collateral Agent of its failure to do so.

13 EXPENSES AND INDEMNITY

The Chargor must:

- 13.1 immediately on demand pay all costs and expenses (including legal fees) incurred in connection with this Instrument by the Collateral Agent, attorney, manager, agent or other person appointed by the Collateral Agent under this Instrument including any arising from any actual or alleged breach by any person of any law or regulation, whether relating to the environment or otherwise; and
- 13.2 keep each of them indemnified against any failure or delay in paying those costs or expenses.

14 ASSIGNATION BY THE COLLATERAL AGENT

The Collateral Agent may assign and transfer all of its rights and obligations under this Instrument to a replacement Collateral Agent appointed in accordance with the terms of the Indenture. Upon such assignation and transfer taking effect, the replacement Collateral Agent shall be and be deemed to be acting for itself and as trustee for the Secured Parties for the purposes of this Instrument in place of the previous Collateral Agent.

15 NOTICES

All notices, requests, demands and other communications to be given under this Instrument shall be given and/or be deemed to be given in the same manner as notices to be given under the Indenture and the terms of Section 12.01 (Notices) of the Indenture shall apply *mutatis mutandis* to this Instrument as though that clause were set out in full in this Instrument.

16 GOVERNING LAW AND JURISDICTION

This Instrument shall be governed by, and construed in all respects in accordance with, the law of Scotland and, for the benefit of the Collateral Agent, the Chargor irrevocably submits to the non-exclusive jurisdiction of the Scottish courts but without prejudice to the ability of the Collateral Agent to proceed against the Chargor in any other appropriate jurisdiction.

17 DELIVERY

The date of delivery of this Instrument is the date of delivery stated below the Chargor's signature. If no date of delivery is stated then the date of delivery is the date of signing stated above the Chargor's signature and, notwithstanding that this

Instrument is executed by the Chargor, this Instrument is intended to be effective as a floating charge from the date of delivery of this Instrument and the Chargor authorises the Collateral Agent or its agent to insert the date of delivery of this Instrument below. Transmission of an executed counterpart of this Instrument by facsimile or electronic transmission shall take effect as delivery of an executed original counterpart.

18 CONFLICT

Each of the parties agrees in the case of any inconsistency between (1) this Instrument and the terms of the Indenture, the terms of the Indenture shall prevail and compliance with the terms of the Indenture shall be deemed to be compliance with the terms of this Instrument or (2) this Instrument and the terms of the Collateral Agreement with respect to the Secured Assets pledged hereunder, the terms of this Instrument shall prevail.

19 COLLATERAL AGENT

This Instrument is created for the benefit of U.S. Bank National Association in its capacity as Trustee under the Indenture and Collateral Agent under the Collateral Agreement and the responsibilities and liabilities (if any) hereunder are not the obligations of U.S. Bank National Association in its individual or corporate capacity.

20 **CONSENT TO REGISTRATION**

A certificate signed by any official, manager or equivalent account officer of the Collateral Agent shall, in the absence of manifest error, conclusively determine the Obligations at any relevant time and shall constitute a balance and charge against the Chargor, and no suspension of a charge or of a threatened charge for payment of the balance so constituted shall pass nor any sist of execution thereon be granted except on consignment. The Chargor hereby consents to the registration of this Instrument and of any such certificate for preservation and execution: IN WITNESS WHEREOF these presents consisting of this and the preceding 14 pages are executed as follows:

THE CHARGOR

SUBSCRIBED for and on behalf of
the said ALBA BIOSCIENCE
LIMITED

at New York, NY USA

on 13 October 2016

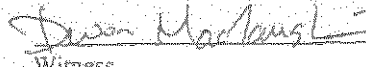
by Digmond Joseph Paul Edward Cowan
Print Full Name



Director

before this witness:

Devon MacLaughlin
Print Full Name



Witness

Address

31 W 52nd St

New York, NY 10019

USA

Date of Delivery:

14 October 2016