

# MR01

## Particulars of a charge

**A fee is payable with this form.**  
Please see 'How to pay' on the  
last page

**You can use the WebFiling service to file this form online**  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument. Use form MR08

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

This form **must be delivered to the Registrar for registration with 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

 You **must** enclose a certified copy of the instrument with this form. The copy must be scanned and placed on the public record.



LD4 17/10/2013 #7  
COMPANIES HOUSE

THURSDAY

### 1 Company details

Company number 0 0 9 3 4 1 3 9  
Company name in full AZELIS UK LIFE SCIENCES LIMITED

For official use  
5  
→ **Filing in this form**  
Please complete in typescript or in  
bold black capitals  
All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation date

Charge creation date d 1 d 7 m 1 m 0 y 2 y 0 y 1 y 3

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name COMMERZBANK AKTIENGESELLSCHAFT, FILIALE LUXEMBURG

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

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

Description

LAND:

1) LEASEHOLD LAND KNOW AS UNIT B, THE CHASE FOXHOLES BUSINESS PARK, HERTFORD (REGISTERED TITLE NUMBER HD463502), AND

2) LEASEHOLD LAND KNOWN AS S BLACK LTD, JOHN TATE ROAD, FOXHOLES BUSINESS PARK, HEREFORD, HERTFORDSHIRE, SG13 7YH (REGISTERED TITLE NUMBER HD478067)

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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**Trustee statement ①**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

**Signature**

Please sign the form here

Signature

Signature

X

*Latham & Watkins*

X

This form must be signed by a person with an interest in the charge

# MR01

## Particulars of a charge



### Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name SARAH RUDD

Company name LATHAM & WATKINS

Address 99 BISHOPSGATE

Post town LONDON

County/Region

Postcode E C 2 M 3 X F

Country UK

DX

Telephone 020 7710 1894



### 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.

- ☒ [x] The company name and number match the information held on the public Register
- ☒ [x] You have included a certified copy of the instrument with this form
- ☒ [x] You have entered the date on which the charge was created
- ☒ [x] You have shown the names of persons entitled to the charge
- ☒ [x] You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ [x] You have given a description in Section 4, if appropriate
- ☒ [x] You have signed the form
- ☒ [x] You have enclosed the correct fee
- ☒ [x] Please do not send the original instrument, it must be a certified copy



### 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 filed on paper.

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 CHARGE

Company number: 934139

Charge code: 0093 4139 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th October 2013 and created by AZELIS UK LIFE SCIENCES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th October 2013

P

Given at Companies House, Cardiff on 21st October 2013



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

EXECUTION VERSION

Dated 17 OCTOBER 2013

**AZELIS UK LIFE SCIENCES LIMITED**  
(as Chargor)

in favour of

**COMMERZBANK AKTIENGESELLSCHAFT, FILIALE LUXEMBURG**  
(as Security Agent)

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SUPPLEMENTAL DEBENTURE

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**LATHAM & WATKINS**

London

99 Bishopsgate  
London EC2M 3XF  
(44) 020 7710 1000 (Tel)  
(44) 020 7374 4460 (Fax)  
[www.lw.com](http://www.lw.com)

LO3020849 3

I certify that the enclosed copy of the Security instrument delivered as part of this application for registration under section 859 of the Companies Act 2006 is a correct copy of the original Security instrument.

Signature: *Latham & Watkins*  
Date: 17 OCTOBER 2013

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THIS SUPPLEMENTAL DEBENTURE is made as a deed on 17 OCTOBER 2013

BY:

(1) **AZELIS UK LIFE SCIENCES LIMITED** (formerly S Black Limited), a company incorporated under the laws of England with registered number 00934139 and with its registered office at Foxholes Business Park, John Tate Road, Hertford, Hertfordshire SG13 7YH (the "Chargor")

IN FAVOUR OF.

(2) **COMMERZBANK AKTIENGESELLSCHAFT, FILIALE LUXEMBURG** (formerly Dresdner Bank AG, Niederlassung Luxemburg) as security agent for the Finance Parties (as defined in the Senior Facilities Agreement) (the "Security Agent").

WHEREAS:-

- A. Pursuant to a senior facilities agreement originally dated 31 January 2007 (as amended and/or restated from time to time (including any amendment thereto having the effect of increasing the amount of the facilities thereunder), (the "Senior Facilities Agreement") and made between, amongst others, Azelis S.A. (formerly Azelis Holding Deux SA (having replaced Atlas Holding S.A. (formerly Azelis Holding S.A.) in its capacity as the Original Borrower)) as the Original Borrower and the Security Agent, the Lenders agreed to make available to the persons defined therein as Borrowers (herein, collectively, the "Borrowers") the term and revolving loan facilities therein specified on the condition, among others, that the Chargor executed the a debenture originally dated 30 October 2007 under which the Chargor granted in favour of the Security Agent, for itself and on behalf of each of the other Finance Parties, security interests over its assets and undertakings (the "Existing Debenture")
- B. The parties to the Senior Facilities Agreement agreed to amend and restate the Senior Facilities Agreement by way of an amendment and restatement agreement dated 25 April 2013 (the "Amendment and Restatement Agreement").
- C. In addition to the Existing Debenture and pursuant to the terms of the Amendment and Restatement Agreement, the Chargor and the Security Agent entered into a debenture over the Chargor's assets and undertaking, dated 25 April 2013 in favour of the Security Agent, for itself and on behalf of each of the other Finance Parties (the "Debenture").
- D. To amend and supplement the Debenture, the Chargor and the Security Agent have agreed to enter into this Supplemental Debenture.
- E. It is intended by the parties hereto that this document shall take effect as a deed (notwithstanding that a party may only execute it under hand).

IT IS AGREED as follows



**1. INTERPRETATION**

**1.1 Definitions**

Save as otherwise provided in this Supplemental Debenture, the words and phrases defined in the Debenture and/or the Senior Facilities Agreement will have the same meaning when used in this Supplemental Debenture

**1.2 Interpretation**

Clauses 1 2 (*Construction*) and 1 3 (*Third Party Rights*) of the Debenture will be deemed to be incorporated in this Supplemental Debenture in full, *mutatis mutandis*

**2. AMENDMENTS AND SUPPLEMENTS**

With effect from the date of this Supplemental Debenture, the Debenture will be amended and supplemented as follows.

- (a) the wording in Part A (*Registered Land*) of Schedule 4 (*Real Property*) to the Debenture will be replaced in its entirety with the wording set out in Schedule 1 (*Real Property*) to this Supplemental Debenture, and
- (b) the wording in Part B (*Unregistered Land*) of Schedule 4 (*Real Property*) to the Debenture will be deleted in its entirety and replaced with the word "none"

**3. PAYMENT OF THE SECURED OBLIGATIONS**

The Chargor hereby covenants with the Security Agent (for the benefit of itself and the other Finance Parties) that it will pay the Secured Obligations on demand as and when the same become payable under the terms of the Finance Documents

**4. CHARGING PROVISIONS**

Clause 4 (*Charging Clause*) of the Debenture will be deemed to be incorporated in this Supplemental Debenture in full, *mutatis mutandis*

**5. REPRESENTATIONS**

Each Chargor represents and warrants to the Security Agent that:

- (a) the representations set out in Clause 15 (*Representations*) of the Debenture are true and correct as if made at the date of this Supplemental Debenture with reference to the facts and circumstances existing at such date; and
- (b) the schedule to this Supplemental Debenture is true, complete and accurate in all material respects and not misleading in any respect as at the date of this Supplemental Debenture.

**6. INCORPORATION OF PROVISIONS OF THE DEBENTURE**

Clauses 2 (*Further Advances*), 5 (*Crystallisation of a Floating Charge*), 6 3 (*Land Registration*) and 6 4 (*After Acquired Real Property*), Clause 7 (*Income on Shares and Investments*) to Clause 14 (*Real Property*) (inclusive) and Clause 16 (*General Covenants*) to Clause 31 (*Counterparts*) (inclusive) of the Debenture will be deemed to be incorporated into this Supplemental Debenture in full, *mutatis mutandis*, and, subject to the provisions of

Clauses 2 (a) and (b) (*Amendments and Supplements*) (inclusive) of this Supplemental Debenture, the Schedules of the Debenture will be deemed incorporated into this Supplemental Debenture in full, *mutatis mutandis*

**7. MISCELLANEOUS**

Save as amended or supplemented by this Supplemental Debenture, all the terms, conditions and provisions of the Debenture will continue in full force and effect and the Debenture and this Supplemental Debenture will be read and construed as one instrument

**8. GOVERNING LAW**

This Supplemental Debenture and all non-contractual obligations arising out of or in connection with it shall be governed by English law.

**9. JURISDICTION**

**9.1 English Courts**

Each of the parties hereto irrevocably agrees for the benefit of the Security Agent that the courts of England shall have exclusive jurisdiction to hear and determine any suit, action or proceeding ("Proceedings"), and to settle any disputes ("Disputes"), which may arise out of or in connection with this Supplemental Debenture and irrevocably submits to the jurisdiction of such courts.

**9.2 Non-exclusive Submission**

The submission to the jurisdiction of the courts of England shall not (and shall not be construed so as to) limit the right of the Security Agent to take Proceedings against the Chargor in any other court of competent jurisdiction nor shall the taking of Proceedings in any one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law.

**9.3 Appropriate Forum**

The Chargor irrevocably waives any objection which it might now or hereafter have to the courts of England being nominated as the forum to hear and determine any Proceedings and to settle any Disputes and agrees that it will not argue to the contrary.

**THIS SUPPLEMENTAL DEBENTURE** has been signed on behalf of the Security Agent and executed and delivered as a deed by the Chargor on the date specified above.



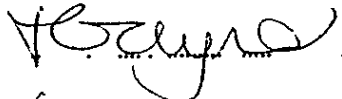
**SCHEDULE 1**  
**REAL PROPERTY**

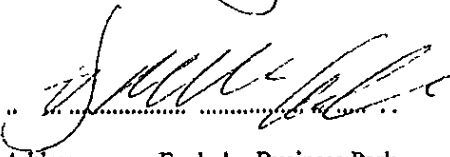
<b>County and District/ London Borough</b>	<b>Description of Property</b>	<b>Registered Title Number</b>
Hertfordshire East Hertfordshire	Leasehold land known as Unit B The Chase Foxholes Business Park Hertford	HD463502
Hertfordshire: East Hertfordshire	Leasehold land known as S Black Ltd, of John Tate Road, Foxholes Business Park, Hertford, Hertfordshire, SG13 7YH	HD478067

**SIGNATORIES**

**The Chargor**

**EXECUTED as a deed by** )  
**AZELIS UK LIFE SCIENCES** )  
**acting by** )

... ..  Director

.. ..  Director

**Address**      **Foxholes Business Park**  
                    **John Tate Road**  
                    **Hertford**  
                    **Hertfordshire SG13 7YH**


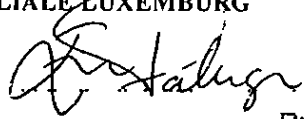
**Attention:**      **David McCabe**

**Fax**              **+44 (0)1928 714 351**

The Security Agent

COMMERZBANK AKTIENGESELLSCHAFT,  
FILIALE LUXEMBURG

By



Richard Faber

Address **Erica Palmgren**  
Commerzbank Aktiengesellschaft,  
Filiale Luxemburg  
25, rue Edward Steichen, L-2540  
Luxembourg

Attention Mr Richard Faber

Fax +352 34 477911 3902