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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

CHA 116

Please complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies

For official use

Company number

[1][1][3]

1639557

Name of company

*Microbio Limited

*insert full name
of company

Date of creation of the charge

7th June 1995

Description of the instrument (if any) creating or evidencing the charge (note 2)

Group Debenture ("the Debenture")

Amount secured by the mortgage or charge

26/11
All the present or future indebtedness of Agricultural Genetics Company Limited to Innotech Investments Limited ("the Lender") under an agreement dated 7th June 1995 together with interest commission bank charges and any other costs charges and legal expenses (on a full indemnity basis) charged or incurred by the Lender including those arising from the Lender perfecting or enforcing or attempting to enforce or otherwise in connection with the Debenture (as referred to in clause 9 of the Debenture) or any other security (and its rights thereunder) held by the Lender from time to time due or becoming due on the part of any of the Companies (as defined in the Debenture) thereunder repayment of which was guaranteed by (among others) the Company

Names and addresses of the mortgagees or persons entitled to the charge

Innotech Investments Limited

25 New Street Square

London

Postcode

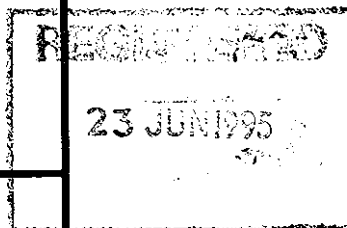
EC4A 3LN

Presentor's name address and
reference (if any);

Maxwell Batley
27 Chancery Lane
London WC2A 1PA

For official use
Mortgage Section

Post room



KLO *KJ4IZCHH* 1529
COMPANIES HOUSE 23/06/95

69/MMZ001

Time critical reference

Short particulars of all the property mortgaged or charged

1. By way of legal mortgage all freehold and leasehold property now vested in it and referred to in the Third Schedule hereto opposite the Company's name together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time on that property (Note: no such property applicable to this Company);
2. By way of fixed charge all estates or interests in any freehold and leasehold property of the Company (not being property charged by Clause 2.5.1 of the Debenture) now and in future vested in the Company together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time on that property;
3. By way of fixed charge all the present and future goodwill and uncalled capital for the time being of the Company;
4. By way of fixed charge all debts and other debts now and in the future due or owing to the Company;
5. By way of fixed charge all intellectual property rights choses in action and claims now and in the future belonging to the Company; and

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Particulars as to commission allowance or discount (note 3)

Nil

Signed

Maxwell Ratny

Date 20th June 1995

On behalf of [company] [mortgagee/chargee] †

† delete as
appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 1
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

1639557

Name of Company

Microbio Limited

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

MB

Amount due or owing on the mortgage or charge (continued)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please complete
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bold block lettering

6. By way of floating charge all of the Company' present and future undertaking and assets whatever and wherever including (without limitation) all other property and assets not subject to a fixed charge under the Debenture and so that subject to any right of Barclays Bank Plc the Company shall not:-

- (a) create or permit to subsist any mortgage charge or lien on any of its undertakings or assets; or
- (b) sell transfer or otherwise dispose of its undertaking and other assets or any part of them except by getting in and realising them in the ordinary and proper course of its business.

MB

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 01639557

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A GROUP DEBENTURE DATED THE 7th JUNE 1995 AND CREATED BY MICROBIO LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM AGRICULTURAL GENETICS COMPANY LIMITED TO INNOTECH INVESTMENTS LIMITED UNDER THE TERMS OF AN AGREEMENT DATED 7th JUNE 1995 WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 23rd JUNE 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27th JUNE 1995.

A handwritten signature in cursive script, reading 'P. Davies'.

PHIL DAVIES

for the Registrar of Companies



C O M P A N I E S H O U S E

HC026B

POST
JC
27/6