

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

163645/13
395

CHFP025

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

Please do not write in this margin

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

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

16

03720556

Name of company

*insert full name of Company

* Hunter-Fleming Limited (the "Chargor")

Date of creation of the charge

30 January 2008

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

Deed of Assignment of Patent License made between the Chargor (1) and the Lender (2) (the "Deed")

Amount secured by the mortgage or charge

Please see attached schedule 1

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

ETV Capital S.A
6 rue de Philippe II, L-2340, Luxembourg and/or its assignees or affiliated funds (the "Lender")

Postcode

Presentor's name address and reference (if any)

Taylor Wessing LLP
Carmelite
50 Victoria Embankment
London
EC4Y 0DX

Ref AKG

Time critical reference

ETV-1-21/Deed Hunter

For official Use (06/2005)

Mortgage Section

Post room

WEDNESDAY



A6FF6X6J

A42

13/02/2008

164

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see attached schedule 2

Please do not
write in
this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed Taylor Wessing LLP Date 12-02-08

On behalf of ~~XXXXXXXX~~ [mortgagee/chargee] †

*A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge
(See Note 5)*

† delete as
appropriate

Notes

- 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
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**

Definitions

In the Form 395 and schedules "**Facility Documents**", "**Security Documents**" and "**Security Interest**" have the same meanings as in the Agreement and the following expressions have the following meanings

"Agreement" means a loan agreement dated 20 March 2006 made between (1) the Chargor and Aegis and (2) the Lender,

"Charged Property" means all assets assigned by the Deed,

"Enforcement Event" means any of the following events

- (a) a failure by the Chargor to pay any Secured Liability on the date on which it is due,
- (b) a failure by the Chargor to pay on demand any Secured Liability which is payable on demand, or
- (c) any event by virtue of which any Secured Liability becomes due before the date on which it would otherwise be due for payment,

"Newron" means Newron Pharmaceuticals SpA a company incorporated in Italy whose registered office is at Via Ariosto, 20091 Bresso, Italy, and

"Patent License" means the license agreement dated on or around the dated of the Deed made between (1) the Chargor and (2) Newron

SCHEDULE 1

Amount secured by the mortgage or charge

All liabilities of the Chargor owed or expressed to be owed to the Lender under or in connection with the Facility Documents whether owed jointly or severally, as principal or surety or in any other capacity

(the "**Secured Liabilities**")

SCHEDULE 2

Short particulars of all the property mortgaged or charged

1. **Security**

1 1 *Assignment*

As continuing security for the payment of the Secured Liabilities the Chargor with full title guarantee assigned to the Lender all the right, title, benefit and interest of the Chargor whatsoever whether present or future, proprietary, contractual or otherwise, arising out of or in, to or under

- (a) the Patent License including all claims for damages or other remedies in respect of any breach of the Patent License, all money now or at any time in the future due or owing to the Chargor under or arising out of the Patent License or in connection with the rights of the Chargor evidenced by the Patent License and all rights and remedies for enforcing the Patent License, [and
- (b) all guarantees, indemnities, mortgages, charges, promissory notes, bills of exchange and other security of whatever nature/now or in the future held by the Chargor in respect of the Patent License and all money from time to time due or owing under or in connection with any such guarantees, indemnities, mortgages, charges, promissory notes, bills of exchange or other security together with all rights and remedies for enforcing any of them in the name of the Chargor or otherwise]

1 2 *Re-assignment*

Upon being satisfied that the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and that the Lender has no further obligation to provide financial accommodation to the Chargor, the Lender will re-assign to the Chargor the Charged Property then subject to the Deed

1 3 *Notice of assignment*

The Chargor will [if required by the Lender] give notice of assignment in the form set out in schedule 1 of the Deed to Newron and will procure that Newron executes and delivers to the Lender an acknowledgement of such notice in the form set out in schedule 2 of the Deed

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 03720556

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT OF PATENT LICENSE DATED THE 30th JANUARY 2008 AND CREATED BY HUNTER-FLEMING LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ETV CAPITAL S A , AND/OR ITS ASSIGNEES OR AFFILIATED FUNDS (THE LENDER) UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 13th FEBRUARY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th FEBRUARY 2008

P. neel



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES