

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.

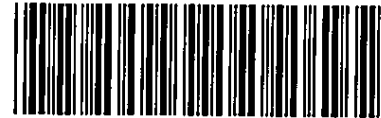
**What this form is for**

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.

MONDAY



PT9ASFS0

PC5

14/12/2009

337

COMPANIES HOUSE

1**Company details**

Company number 5 3 8 2 2 6 2

Company name in full Lab21 Limited

For official use

7

Filling in this form

Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

2**Date of creation of charge**

Date of creation 2 5 1 1 2 0 0 9

3**Description**

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'.

Description Debenture dated 25 November 2009 between Lab21 Limited (the "Chargor") and the Lenders (as defined therein) (the "Chargee")

4**Amount secured**

Please give us details of the amount secured by the mortgage or charge.

Amount secured £606,000

Continuation page

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

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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.

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

Name

See continuation page attached.

Address

Postcode

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Name

Address

Postcode

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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

See continuation page attached.

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5 Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

Name	Anthony Clay
Address	Lower House Farm, Nantyderry Monmouthshire
Postcode	N P 7 9 D P
Name	Gary Carlyle
Address	81 Coed Y Wenallt Road Rhiwbina, Cardiff
Postcode	C F 1 4 6 T N
Name	Hamish Williams
Address	The Gable House, Upper Mill Green, Headley Thatcham, Berkshire
Postcode	R G 1 9 8 A N
Name	Jonathan Beatson-Hird
Address	Llanvetherine Court, Nr Abergavenny Monmouthshire
Postcode	N P 7 8 N L
Name	Jonathan Cowan
Address	1 Aston Close, Bushey Hertfordshire
Postcode	W D 2 3 4 J T
Name	Jonathan Laughton
Address	Manor Farm, Draycot Cerne, Nr Chippenham Wiltshire
Postcode	S N 1 5 5 L D
Name	St Helen's Private Equity plc
Address	15 St Helen's Place London
Postcode	E C 3 A 6 D E
Name	Stephen Chandler
Address	23 Chepstow Villas London
Postcode	W 1 1 3 D Z

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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

Definitions:

"Fixtures" means, in relation to any freehold or leasehold property charged by or pursuant to the debenture, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time owned by the Chargor.

"Insurances" means all contracts and policies of insurance (including, for the avoidance of doubt, all cover notes) of whatever nature which are, from time to time, taken out by or on behalf of the Chargor or (to the extent of such interest) in which the Chargor has an interest (and including, without limitation, any key man policies).

"Intellectual Property Rights" means all patents, trade marks, service marks, trade names, design rights, copyright (including rights in computer software and in published and unpublished work), titles, rights to know-how and other intellectual property rights (including by way of licence), in each case whether registered or unregistered and including applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world.

"Material Contracts" means such contracts as the Lenders may reasonably consider material to the business of the Chargor.

"Premises" means all buildings and erections for the time being comprised within the Security Assets.

"Secured Obligations" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Chargor to the Lenders under the loan agreement dated on or about the date of the Debenture (the "Loan Agreement"), together with all costs, charges and expenses incurred by the Lenders in connection with the protection, preservation or enforcement of their respective rights under the Loan Agreement.

"Security Assets" means all the assets, rights and property of the Chargor which are the subject of any security constituted or intended to be constituted by the Debenture.

1. The Chargor charged in favour of the Lenders:

(a) by way of legal mortgage, including but not limited to all of the property (if any) together with all Premises and Fixtures thereon, the proceeds of sale of any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor and any moneys paid or payable in respect of such covenants subject, in the case of any leasehold properties, to obtaining any necessary consent to such mortgage of any third party;

(b) by way of legal mortgage, all estates or interests in any freehold, leasehold or other immovable property wherever situated now belonging to it (to the extent that the same are not the subject of a mortgage under paragraph (a) above) and all Premises and Fixtures thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor and any moneys paid or payable in respect of such covenants subject, in the case of any leasehold properties, to obtaining any necessary consent to such mortgage of any third party;

(c) by way of fixed charge:

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

- (i) its present and future interests in all stocks, shares, debentures, bonds, warrants, coupons or other securities and investments now or in the future owned by the Chargor from time to time together with all related rights accruing thereto;
- (ii) all plant and machinery, computers and vehicles now or in the future owned by the Chargor and its interest in any plant, machinery, computers and vehicles in the Chargor's possession other than any part of the Chargor's stock in trade or work in progress from time to time;
- (iii) all moneys (including interest) from time to time standing to the credit of each of the Chargor's present and future accounts with any bank, financial institution or other person in any jurisdiction and all rights in relation thereto and the debts represented thereby;
- (iv) to the extent not effectively assigned, all rights, interests and benefits to and in respect of the Insurances and all claims (and proceeds thereof) and returns of premiums in respect thereof to which the Chargor is now or may at any future time become entitled;
- (v) all of the Chargor's present and future book and other debts, the proceeds of the same and all other moneys due and owing to the Chargor or which may become due and owing to it at any time in the future and the benefit of all rights, securities and guarantees of any nature whatever now or at any time enjoyed or held by it in relation to any of the foregoing including, in each case, the proceeds of the same, all liens, reservations of title, rights of tracing and other rights enabling the Chargor to enforce such debts;
- (vi) (to the extent that the same do not fall within any other sub-paragraph of this paragraph (c) and are not effectively assigned) all of the Chargor's rights and benefits under the Material Contracts;
- (vii) the Chargor's present and future goodwill (including all brand names not otherwise subject to a fixed charge under the Debenture);
- (viii) the benefit of all present and future licences, consents and authorisations (statutory or otherwise) held in connection with the Chargor's business or the use of any of the Security Assets and the right to recover and receive all compensation which may at any time become payable to it in respect thereof;
- (ix) the Chargor's present and future uncalled capital; and
- (x) all the Chargor's present and future Intellectual Property Rights, subject to obtaining any necessary consent of any third party to such charge. To the extent that any such Intellectual Property Rights are not capable of being charged (whether by reason of lack of any such consent as aforesaid or otherwise) and, if the same is required, pending the grant of any such consent as aforesaid or otherwise the charge thereof purported to be effected by this sub-paragraph (x) shall operate as an assignment of any and all damages, compensation, remuneration, profit, rent or income which the Chargor may derive therefrom or be awarded or entitled to in respect thereof, as continuing security for the payment, discharge and performance of the Secured Obligations,

other than any leasehold property held by the Chargor under a lease the terms of which either preclude absolutely the Chargor from creating any charge over its leasehold interest in such property or require the consent of any third party and such consent has not been obtained.

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

2. The Chargor assigned and agreed to assign to the Lenders:

(a) all of its rights, title, interest and benefits in respect of the Insurances and all claims and returns of premiums in respect thereof to which the Chargor is now or may at any time in the future become entitled; and

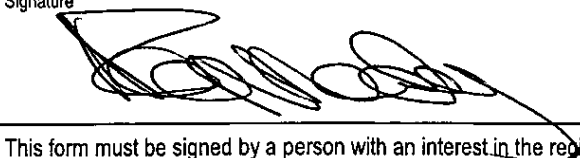
(b) all of its rights, title, interest and benefits under the Material Contracts, any letters of credit issued in its favour and all bills of exchange and other negotiable instruments held by it,

in each case, together with the benefit of all powers and remedies for enforcing the same.

3. The Chargor, by way of a floating charge, charged in favour of the Lenders all its undertaking and assets whatsoever and wheresoever both present and future to the extent such assets have not otherwise been validly and effectively mortgaged or charged pursuant to paragraph 1 or paragraph 2 above.

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7	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: <ul style="list-style-type: none">- 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		
8	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 866). 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 870). 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).	
9	Signature Please sign the form here. Signature  This form must be signed by a person with an interest in the registration of the charge.	

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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

Company name

MORRISON & FOERSTER (UK) LLP

Address CITYPOINT

ONE ROPEMAKER STREET

Post town LONDON

County/Region

Postcode

E C 2 Y 9 A W

Country

DX

Telephone 0207 920 4000

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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
DX 481 N.R. Belfast 1.

Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email 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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 5382262
CHARGE NO. 7**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 25
NOVEMBER 2009 AND CREATED BY LAB 21 LIMITED FOR
SECURING £606,000.00 DUE OR TO BECOME DUE FROM THE
COMPANY TO ANTHONY CLAY, GARY CARLYLE, HAMISH
WILLIAMS, JONATHAN BEATSON-HIRD, JONATHAN
COWAN, JONATHAN LAUGHTON, ST HELEN'S PRIVATE EQUITY
PLC & STEPHEN CHANDLER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 14
DECEMBER 2009**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 DECEMBER
2009**



Companies House
— for the record —



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