

in accordance with Sections 859A and 859J of the Companies Act 2006

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

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

This form **must be delivered to the Registrar for registration within 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. This will be scanned and placed on the public record. **Do not send the original**

TUESDAY



A4EICZJU
A11 25/08/2015 #200
COMPANIES HOUSE

1 Company details

Company number 0 0 0 7 9 1 3 6

Company name in full Source Bioscience Plc

18 For official use

→ **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 1 8 0 8 2 0 1 5

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 National Westminster Bank Plc

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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Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

Brief description

No specific land, ship, aircraft or intellectual property has been charged. For full details of the charges, please refer to the charging document directly

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating 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 company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

Yes

No

8

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

X DLA Piper UK LLP X

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

Signature

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Particulars of a charge



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. The contact information you give will be visible to searchers of the public record.

Contact name Alan Lumley

Company name DLA Piper UK LLP

Address 101 Barbirolli Square

Manchester

Post town

County/Region

Postcode M 2 3 D L

Country

DX DX: 14304 MANCHESTER

Telephone 08700 111 111



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 a certified copy of the instrument with this form
- You have entered the date on which the charge was created
- You have shown the names of persons entitled to the charge
- You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- You have given a description in Section 4, if appropriate
- You have signed the form
- You have enclosed the correct fee
- 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 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

DR



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number 79136

Charge code: 0007 9136 0018

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th August 2015 and created by SOURCE BIOSCIENCE PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th August 2015.

Given at Companies House, Cardiff on 1st September 2015



Companies House



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

THIS IS AN IMPORTANT DEED. YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING.

Owner Source Bioscience plc **Registered No** 00079136
Company. Select Pharma Laboratories Ltd **Registered No** SC368899
Bank National Westminster Bank Plc
Securities: means



I CERTIFY THAT, SAVE FOR MATERIAL REDACTED
PURSUANT TO s859G OF THE COMPANIES ACT 2006,
THIS IS A TRUE COMPLETE AND CORRECT COPY
OF THE ORIGINAL INSTRUMENT

DATE 24/8/2015
SIGNED DLA Piper UK LLP
DLA PIPER UK LLP

(a) 32,000 ordinary shares of £1 00 each in the capital of the Company held by the Owner, and

all securities and investments belonging to the Owner (including all income, rights and cash on deposit derived from them), (i) which are held in the name of or to the order of the Bank or any nominee of the Bank, (ii) in respect of which the title documents or certificates are deposited with or held to the order of the Bank or any nominee of the Bank, or (iii) which are named in any schedule given to the Bank by the Owner, and which are not otherwise charged to the Bank

Facilities Agreement the senior term facilities agreement originally dated 7 August 2013 and as amended and restated on 24 July 2015 between (1) Source Bioscience PLC as borrower, (2) the subsidiaries of the borrower listed in schedule 1 therein as original guarantors and (3) the Bank acting through The Royal Bank of Scotland Plc as lender

Event of Default: each of the events or circumstances set out in clause 24 (*Events of Default*) (save for clause 24 17 (*Acceleration*) and clause 24 18 (*Clean-up Period*)) of the Facilities Agreement

1 Owner's Obligations

The Owner will pay to the Bank on demand all the Owner's Obligations. The **Owner's Obligations** are all the Owner's liabilities to the Bank (present, future, actual or contingent and whether incurred alone or jointly with another) and include

1 1 **Interest** at the rate charged by the Bank, calculated both before and after demand or judgment or decree on a daily basis and compounded according to agreement, or, in the absence of agreement, quarterly on the days selected by the Bank

1 2 any expenses the Bank incurs (on a full indemnity basis and with Interest from the date of payment) in connection with the Securities or in taking, perfecting, protecting, enforcing or exercising any power under this deed

2 Charge

The Owner, as a continuing security for the payment on demand of the Owner's Obligations, assigns to the Bank all rights to the Securities

3 Undertakings

The Owner undertakes

3 1 to deposit with the Bank or its nominee all share certificates and other documents of title in respect of the Securities and all documents relating to any bonus or rights or other issue of stock or shares in respect of the Securities

3 2 to pay any payments due in respect of the Securities

3 3 where required by the Bank, to transfer to the Bank or its nominee legal title to any of the Securities and to procure that those Securities are registered in the name of the Bank or its nominee

4 The Securities

- 4 1 Subject to and in accordance with the provisions of clauses 4 2 to 4 4 below the Bank (or its nominee) will exercise all voting rights in respect of the Shares as the Owner may from time to time in writing reasonably direct and, in the absence of such instructions, the Bank (or its nominee) shall refrain from exercising any of those rights
- 4 2 Following notification by the Bank to the Owner of the occurrence of an Event of Default which is continuing unwaived the Owner shall not be entitled to direct the exercise of the voting rights attaching to the Securities and the Bank (or its nominee) shall be entitled in such manner as the Bank (or its nominee) sees fit
- 4 3 The Owner shall not be entitled without the Bank's prior written consent to direct the exercise of the voting rights attaching to the Securities in favour of any resolution for any of the following purposes
- 4 3 1 the alteration of the memorandum or articles of association of the Company in a way which in the opinion of the Bank may have a material adverse effect on the value of the Securities or the validity of the security created by this deed,
- 4 3 2 the issue of any Securities in the Company,
- 4 3 3 the purchase or redemption by the Company of any of its own Securities,
- 4 3 4 the reduction of the share capital of the Company,
- 4 3 5 the winding up of the Company or the approval of any voluntary arrangement in relation to it, or
- 4 3 6 any other matter which in the Bank's reasonable opinion would prejudice the security constituted by this deed or adversely affect the value of the Securities to a material extent
- 4 4 If so requested by the Owner, the Bank shall appoint or procure the appointment of the Owner as its proxy in respect of the Securities in accordance with the provisions of this clause 4 but any such appointment shall (notwithstanding any express or implied term to the contrary) terminate and cease to have effect on the occurrence of an Event of Default and shall not convey any right to exercise the voting rights attaching to the Securities in respect of any matter falling within any of the provisions of clause 4 3
- 4 5 The Bank (or its nominee) shall use all reasonable endeavours to promptly pass on to the Owner all notices or other communications (or a copy thereof) it may receive from the Company in relation to the Securities but shall not be liable for any failure to do so

5 Dividends

- 5 1 Subject to clause 5 2, the Bank (or its nominee) shall account to the Owner for all dividends, interest and other distributions received by it in respect of the Securities and shall if so requested by the Owner complete and deliver an appropriate dividend mandate or mandates authorising the payment of any such dividends, interest and other distributions by the Company directly to the Owner
- 5 2 Following notification by the Bank to the Owner of the occurrence of an Event of Default which is continuing unwaived, the Bank shall cease to be accountable to the Owner in respect of dividends, interest and other distributions received by it in respect of the Securities and may retain all dividends, interest and distributions received by it in respect of the Securities and apply them in or towards settlement of the Owner's Obligations. If the Owner or any person on its behalf receives or obtains the benefit of any such dividends, interest or distributions following notification by the Bank to the Owner of the occurrence of an Event of Default which is continuing unwaived it shall immediately pay over and account for the same to the Bank
- 5 4 Any further Securities in respect of the Company to which the Owner may become entitled following the date of this deed shall be issued to and registered in the name of the Bank or its nominee, failing which the Owner shall forthwith transfer such Securities to the Bank or its nominee in accordance with clauses 3 1 and 3 3

6 Restrictions

- 6 1 The Owner will not, without the Bank's consent

6 1 1 permit or create any mortgage, charge or lien on the Securities, or

6 1 2 dispose of or assign the Securities

6 2 If the Bank consents to the Owner disposing of any of the Securities and purchasing others as the Bank may approve, then the replacement securities will be subject to this deed and references to Securities includes them

7 Discharge

7 1 When the Owner's Obligations have been fully and unconditionally paid or discharged the Bank shall at the Owner's request, and at the Owner's expense, discharge this deed and reconvey to the Owner all rights held by the Bank in the Securities (it being acknowledged and agreed that the Bank (or its nominee) shall, without limitation, execute and deliver a stock transfer form in terms of which the Securities shall be transferred to the Owner for no consideration upon such discharge) Any payment or realisation in respect of the Owner's Obligations which in the reasonable opinion of the Bank is liable to be avoided or otherwise invalidated or adjusted by law, including any enactment or rule of law relating to insolvency, shall not be regarded as having been irrevocably settled or discharged until the expiry of the period during which it may be challenged on any such ground

7 2 If any payment or realisation in respect of the Owner's Obligations is, in the Bank's reasonable opinion, liable to be avoided or otherwise invalidated or adjusted by law, including any enactment or rule of law relating to insolvency, the Bank shall be entitled to retain this deed undischarged until the expiry of the period during which it may be challenged on any such ground

7 3 The Bank's right to recover the Owner's Obligations in full shall not be affected or prejudiced by any payment or realisation which is avoided or otherwise invalidated or adjusted by law, including any enactment or rule of law relating to insolvency, or by any release or discharge given by the Bank on the faith of any such payment or realisation

8 Powers of the Bank

8 1 The Bank will only exercise the rights attached to the Securities in accordance with the Owner's instructions except that the Bank may

8 1 1 sell or instruct the sale of or transfer the Securities without restriction,

8 1 2 make all payments due in respect of the Securities or the rights attached to the Securities, and

8 1 3 exercise any rights attached to the Securities to realise or preserve their value

8 2 The Bank may set off (which includes exercising any rights of retention, compensation or balancing of accounts) any amount due from the Owner against any amount owed by the Bank to the Owner The Bank may exercise this right, without prior notice, both before and after demand For this purpose, the Bank may convert an amount in one currency to another, using its market rate of exchange at the relevant time

8 3 Any credit balance with the Bank will not be repayable, or capable of being disposed of, charged or dealt with by the Owner until the Owner's Obligations, both before and after demand, have been paid in full The Bank allowing the Owner to make a withdrawal will not waive this restriction in respect of future withdrawals

8 4 The Bank may serve notice of this deed on any person to perfect the security

9 Power of Attorney

To give effect to this deed and secure the exercise of any of the Bank's powers, the Owner irrevocably appoints the Bank to be the Owner's attorney (with full power of substitution and delegation), in the Owner's name to sign or execute any documents, deeds and other instruments, or to take, continue or defend any proceedings

10 Application of Payments

10 1 The Bank may apply any payments received for the Owner to reduce any of the Owner's Obligations, as the Bank decides

10 2 If the Bank receives notice of any charge or other interest affecting the Securities, the Bank may suspend the operation of the Owner's account(s) and open a new account or accounts. Regardless of whether the Bank suspends the account(s), any payments received by the Bank for the Owner after the date of that notice will be applied first to repay the Owner's Obligations arising after that date.

11 **Preservation of Other Security and Rights and Further Assurance**

11 1 This deed is in addition to any other security or guarantee for the Owner's Obligations held by the Bank, now or in the future. The Bank may consolidate this deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or guarantee or any of the Bank's other rights.

11 2 On request, the Owner will execute any deed or document, or take any other action required by the Bank, to perfect or enhance the Bank's security under this deed.

12 **Consents, Notices and Demands**

12 1 All consents, notices and demands must be in writing.

12 2 The Bank may deliver a notice or demand to the Owner at its registered office.

12 3 A notice or demand signed by an official of the Bank will be effective at the time of personal delivery, on the second business day after posting, or, if by fax, at the time of sending, if sent before 6 00 p m on a business day, or otherwise on the next business day. A **business day** is a weekday other than a national holiday.

12 4 A notice from the Owner to the Bank will be effective on receipt.

13 **Transfers**

The Bank may allow any person to take over any of its rights and duties under this deed. The Owner authorises the Bank to give that person or its agent any financial or other information about the Owner. References to the Bank include its successors.

14 **Possession and Exercise of Powers**

14 1 If the Bank makes a demand it may exercise any of its powers without further delay.

14 2 Any purchaser or third party dealing with the Bank may assume that the Bank's powers have arisen and are exercisable without proof that demand has been made.

14 3 The Bank will not be liable to account to the Owner for any money not actually received by the Bank.

15 Law

15 1 Scots law applies to this deed and the Scottish courts have exclusive jurisdiction

15 2 For the benefit of the Bank, the Owner irrevocably submits to the jurisdiction of the Scottish courts and irrevocably agrees that a judgment or ruling in any proceedings in connection with this deed in those courts will be conclusive and binding on the Owner and may be enforced against the Owner in the courts of any other jurisdiction

Subscribed by
the Owner

) _____
) Director
)
) _____
) Director/Secretary
)

A witness is required if there is only one signature – which must be a Director

Witness' name in full NICK COX
Signature _____
Address _____
Occupation _____

Date 1 1 8 0 3 1 5

You must date
the document