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MR01

Particulars of a charge



Companies House

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 MR02

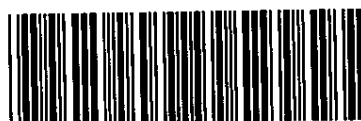
For further information, please
refer to our guidance at
www.companieshouse.gov.uk
COMPANIES HOUSE

This form must be delivered to the Registrar for registration
21 days beginning with the day after the date of creation of the
delivered outside of the 21 days it will be rejected unless it is ac
court order extending the time for delivery



You must enclose a certified copy of the instrument with this fo
scanned and placed on the public record **Do not send the orig**

MONDAY



L3HXBG80

LD7

06/10/2014

#53

For official use

1 Company details

Company number 0 6 2 5 3 2 2 6

Company name in full Biotec Distribution, Wales Limited

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 2 3 0 9 2 0 1 4

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 Royal Bank of Canada

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

MR01

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

All of the relevant Additional Chargar's right title and interest from time to time in and to each of the following assets, among others, in each case both present and future real property, tangible movable property, and charged intellectual property. For more details please refer to the instrument

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

Signature

X



X

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

MR01

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 John Lambillion

Company name Paul Hastings (Europe) LLP

Address Eighth Floor

Ten Bishops Sqaure

Post town

County/Region London

Postcode E 1 6 E G

Country United Kingdom

DX

Telephone 020 3023 5139



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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number. 6253226

Charge code: 0625 3226 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd September 2014 and created by BIOTEC DISTRIBUTION, WALES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th October 2014

P

Given at Companies House, Cardiff on 10th October 2014



Companies House



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

Second Lien Debenture - Deed of Accession

DATE 23 September 2014

PARTIES

- 1 **THE COMPANIES** listed in Schedule 1 to this Deed (the "Additional Chargers" and each an "Additional Chargor"), and
- 2 **ROYAL BANK OF CANADA** acting through its office at 20 King Street West, 4th Floor, Toronto, Ontario, M5H 1C4 marked for the attention of Manager, Agency Services Group as collateral agent and trustee for the Secured Parties (as defined below) (the "Second Lien Collateral Agent")

BACKGROUND

- A Each of the Additional Chargers is a Subsidiary of Holdings
- B Certain Subsidiaries of Holdings have entered into a debenture dated 1 August 2014 (the "Debenture") with the Chargor under and as defined in the Debenture and the Second Lien Collateral Agent
- C Each Additional Chargor has agreed to enter into this Deed and to become an Additional Chargor under the Debenture
- D The Second Lien Collateral Agent and each Additional Chargor intend this document to take effect as a deed notwithstanding the fact that a party may only execute this document under hand
- E The Second Lien Collateral Agent holds the benefit of this Deed on trust for the Secured Parties on the terms of the Loan Documents

IT IS AGREED as follows

1. DEFINITIONS AND INTERPRETATION

Terms defined in the Debenture have the same meaning in this Deed unless given a different meaning in this Deed. This Deed is a Loan Document

2. ACCESSION AND COVENANT TO PAY

2.1 With effect from the date of this Deed each Additional Chargor

2.1.1 will become a party to the Debenture as a Chargor, and

2.1.2 will be bound by all the terms of the Debenture which are expressed to be binding on a Chargor

2.2 Each Additional Chargor hereby covenants with the Second Lien Collateral Agent (as trustee for the Secured Parties) that it shall discharge all obligations and liabilities, as and when they fall due in accordance with their terms, which the Loan Parties (or any of them, including any of the Chargers or Additional Chargers) may at any time have to the Second Lien Collateral Agent (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties under or pursuant to the Loan Documents (including the Debenture and any Mortgage) including any liabilities in respect of any further advances made under the Loan Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity). Each Additional Chargor will on first written demand pay to the Second Lien Collateral Agent (as trustee for the Secured Parties) when due and payable every sum at any time owing, due or incurred by the Loan Parties (or any of them, including any of the Chargers or the Additional Chargor) to the Second Lien Collateral Agent (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities together with all interest (including, without limitation, default interest)

... true copy of the original
Paul Hastings (Europe) LLP
DATE: 3/10/14
solicitor

accruing in respect of those monies, obligations or liabilities under or pursuant to the terms of the Loan Documents. All payments made by each Additional Chargor to the Second Lien Collateral Agent under this Deed shall be made without any set-off, counterclaim, deduction or withholding.

3. GRANT OF SECURITY

3.1 Fixed Security

Each Additional Chargor hereby charges with full title guarantee in favour of the Second Lien Collateral Agent (as trustee for the Secured Parties) as security for the payment and discharge of the Secured Obligations, by way of first fixed charge (which, so far as it relates to land in England and Wales vested in a Chargor at the date of this Debenture and listed in Schedule 3 (*Details of Property*) of this Deed shall be a charge by way of legal mortgage) all of the relevant Additional Chargor's right, title and interest from time to time in and to each of the following assets in each case both present and future:

- 3.1.1 the Real Property,
 - 3.1.2 the Tangible Moveable Property,
 - 3.1.3 the Accounts,
 - 3.1.4 the Charged Intellectual Property,
 - 3.1.5 any goodwill and rights in relation to the uncalled capital of the relevant Additional Chargor,
 - 3.1.6 the Investments and all Related Rights,
 - 3.1.7 the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise), and
 - 3.1.8 all Monetary Claims other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Debenture and all Related Rights,
- in each case, excluding any Excluded Property

3.2 Assignments

Each Additional Chargor hereby assigns with full title guarantee to the Second Lien Collateral Agent (as trustee for the Secured Parties) as security for the payment and discharge of the Secured Obligations, subject to a proviso for re-assignment on redemption, all the relevant Additional Chargor's right, title and interest from time to time in and to each of the following assets in each case both present and future:

- 3.2.1 the proceeds of any Insurance Policy,
- 3.2.2 the Intra-Group Indebtedness, and
- 3.2.3 each of the Specific Contracts,

and together, in each case, with all Related Rights, but in each case excluding any Excluded Property

3.3 Floating charge

- 3.3.1 Each Additional Chargor hereby charges with full title guarantee in favour of the Second Lien Collateral Agent (as trustee for the Secured Parties) as security for the payment and discharge of the Secured Obligations by way of first floating charge all present and future assets and undertaking of the relevant Additional Chargor, other than any asset which is situated in England and Wales and which is validly and effectively charged under the laws of England

and Wales by way of first fixed security created under this Deed in favour of the Second Lien Collateral Agent as security for the Secured Obligations

- 3 3 2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 3 3 as such floating charge is a qualifying floating charge for the purposes of such paragraph

4. LAND REGISTRY RESTRICTION

Each Additional Chargor consents to an application being made to the Chief Land Registrar to enter the following restriction in the Proprietorship Register of any property which is, or is required to be, registered and which forms part of the Real Property

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the debenture dated 1 August 2014 in favour of Royal Bank of Canada of 20 King Street West, 4th Floor Toronto Ontario M5H 1C4 Canada referred to in the charges register"

5. MISCELLANEOUS

- 5 1 With effect from the date of this Deed

- 5 1 1 the Debenture will be read and construed for all purposes as if each Additional Chargor had been an original party in the capacity of Chargor (but so that the Security created on this accession will be created on the date of this Deed),

- 5 1 2 any reference in the Debenture to this Deed and similar phrases will include this deed and

- (a) all references in the Debenture to Schedule 2 (*Details of Accounts*) (or any part of it) will include a reference to Schedule 2 (*Details of Accounts*) to this Deed (or relevant part of it),
- (b) all references in the Debenture to Schedule 3 (*Details of Real Property*) (or any part of it) will include a reference to Schedule 3 (*Details of Real Property*) to this Deed (or relevant part of it),
- (c) all references in the Debenture to Schedule 4 (*Details of Shares*) (or any part of it) will include a reference to Schedule 4 (*Details of Shares*) to this Deed (or relevant part of it),
- (d) all references in the Debenture to Schedule 5 (*Details of Intellectual Property*) (or any part of it) will include a reference to Schedule 5 (*Details of Intellectual Property*) to this Deed (or relevant part of it)

- 5 2 Any Security created by this Deed and any rights conferred on the Second Lien Collateral Agent by this Deed are expressly subject and subordinate to the Prior Security, notwithstanding the fact that any Security created by this Deed is expressed to be created on a first ranking basis

6. GOVERNING LAW

This Deed is governed by, and shall be construed in accordance with, English law

7. JURISDICTION

- 7 1 **English courts**

The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of, or connected with this Deed or any Mortgage (including a dispute regarding the existence, validity or

termination of this Deed or any Mortgage or the consequences of its nullity or any non-contractual obligations arising out of or in connection with this Deed or any Mortgage) (a **Dispute**)

7.2 Convenient forum

The parties to this Deed agree that the courts of England and Wales are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary

7.3 Exclusive jurisdiction

This Clause 7 is for the benefit of the Second Lien Collateral Agent only. As a result and notwithstanding Clause 7.1 (*English courts*), it does not prevent the Second Lien Collateral Agent from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law the Second Lien Collateral Agent may take concurrent proceedings in any number of jurisdictions.

8. COUNTERPARTS

This Deed may be executed in counterparts, all of which when taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF this Deed has been duly executed as a deed on the date first above written

SCHEDULE 1
THE COMPANIES

Name	Registered Office	Registration Number
Biotec Worldwide Supplies Group Limited	Biotec House Central Park, Western Avenue, Bridgend Industrial Estate, Bridgend, CF31 3TY	07410840
Biotec Services International Limited	Biotec House Central Park, Western Avenue, Bridgend Industrial Estate, Bridgend CF31 3TY	03483808
Biotec Clinical Supplies Limited	Biotec House Central Park, Western Avenue, Bridgend Industrial Estate, Bridgend, CF31 3TY	04711214
Biotec Distribution, Wales Limited	Biotec House Central Park, Western Avenue, Bridgend Industrial Estate, Bridgend CF31 3TY	06253226

SCHEDULE 2

DETAILS OF ACCOUNTS

<u>Bank Name</u>	<u>Account Number</u>	<u>Sort Code</u>	<u>Branch Address</u>	<u>Chargor</u>	<u>Purpose of Account</u>
Allied Bank Irish	00915064	23-85-86	2 Callaghan Square Cardiff CF10 5AZ	Biotec Services International Limited	GBP Current Account
Allied Bank Irish	00915494	23-85-86	2 Callaghan Square Cardiff CF10 5AZ	Biotec Services International Limited	GBP Deposit Account
Allied Bank Irish	20126332	23-85-86	2 Callaghan Square Cardiff CF10 5AZ	Biotec Services International Limited	USD Account
Allied Bank Irish	20139585	23-85-86	2 Callaghan Square Cardiff CF10 5AZ	Biotec Services International Limited	Euro Account
Allied Bank Irish	01842028	23-85-86	2 Callaghan Square Cardiff CF10 5AZ	Biotec Worldwide Supplies Group Limited	GBP Current Account
Santander	01257641	09-07-20	Santander UK Plc Bootle Merseyside L30 4GB	Biotec Services International Limited	GBP Deposit

**SCHEDULE 3
DETAILS OF REAL PROPERTY**

**Part A
Registered Land**

(Freehold or leasehold property (if any) in England and Wales of which the relevant Chargor is registered as the proprietor at the Land Registry) is registered as the proprietor at the Land Registry)

Chargor	County and District/ London Borough	Description of Property	Title Number
Biotech Services International Limited	Wales	Unit 3000 Phase 2 Central Park, Bridgend Industrial Estate	CYM401076

**Part B
Unregistered Land**

(Freehold or leasehold property (if any) in England and Wales title to which is not registered at the Land Registry of which the relevant Chargor is the owner)

The freehold/leasehold property known as and comprised in the following title deed(s) or other document(s) of title.

None

**SCHEDULE 4
DETAILS OF SHARES**

Chargor	Name of Company in which Shares are held	Class of Shares	Number of Shares held
Biotec Worldwide Supplies Group Limited	Biotec Services International Limited	Ordinary Shares	54,203
Biotec Worldwide Supplies Group Limited	Biotec Services International Limited	Ordinary Shares C	2,800
Biotec Services International Limited	Biotec Clinical Supplies Limited	Ordinary Shares	1
Biotec Services International Limited	Biotec Distribution, Wales Limited	Ordinary Shares	2

SIGNATURES TO ACCESSION DEED

The Additional Chargers

EXECUTED BY A DEED

by **BIOTEC WORLDWIDE SUPPLIES GROUP LIMITED**
acting by: 

acting by: W. L. M. A. Signature of Director

William T. Mitchell, III Name of Director

in the presence of,

Fred Kras Signature of witness

Fred Hass Name of witness

3001 Red Lion Rd Address of witness

Philadelphia, PA
Sole Person Occupation of witness

EXECUTED as a DEED

by BIOTEC SERVICES INTERNATIONAL LIMITED
acting by:

acting by: [Signature] Signature of Director

William T Mitchell III Name of Director

in the presence of

Fred Haas Signature of witness

Fred Harris Name of witness

3001 Red Lion Rd Address of witness

Philadelphia, PA
Supervisor Occupation of witness

EXECUTED as a DEED
by BIOTEC CLINICAL SUPPLIES LIMITED
acting by

W.T. Mitchell, III Signature of Director
William T. Mitchell, III Name of Director

in the presence of

Fred Haas Signature of witness
Fred Haas Name of witness
3001 Rad Lion Rd Address of witness
Philadelphia, PA
Salesperson Occupation of witness

EXECUTED as a DEED
by BIOTEC DISTRIBUTION, WALES LIMITED
acting by

W.T. Mitchell, III Signature of Director
William T. Mitchell, III Name of Director

in the presence of

Fred Haas Signature of witness
Fred Haas Name of witness
3001 Rad Lion Rd Address of witness
Philadelphia, PA
Salesperson Occupation of witness

The Second Lien Collateral Agent

EXECUTED as a DEED

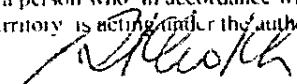
by **ROYAL BANK OF CANADA**

a company incorporated in Canada

acting by its duly authorised signatory

being a person who in accordance with the laws of

that territory is acting under the authority of that company

 Signature of Authorised Signatory

SUSAN KHOKHER Name of Authorised Signatory

in the presence of

 Signature of witness

THIRAYA ELNAEM Name of witness

20 KING ST WEST, 4th FLR Address of witness

TORONTO, ONTARIO M5H 1C4

ASSISTANT MANAGER Occupation of witness