

MG01s

Particulars of a charge created by a company registered in Scotland



COMPANIES HOUSE
FEE PAID
EDINBURGH

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 charge created by a
Scottish company.

☐ **What this form is NOT for**
You cannot use this form to register
particulars of a mortgage or charge
created by a company in England
and Wales or Northern Ireland. To do
this, please use form MG01.

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

1 Company details		For official use	
Company number	S C 1 8 8 5 0 0	1 0	
Company name in full	SURVIVAL-ONE LIMITED (the "Chargor")		→ 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	d1 d7 m0 m3 y2 y0 y1 y0		
3 Description			
Please give a description of the instrument (if any) creating or evidencing the charge e.g. 'Standard security', 'Floating charge' etc.			
Description	Deed of Accession (the "Deed of Accession") dated 17 March 2010.		
4 Amount secured			
Please give us details of the amount secured by the charge.		Continuation page Please use a continuation page if you need to enter more details.	
Amount secured	The payment, discharge and performance of all the Secured Obligations. Please see continuation sheet		

TUESDAY



S7ZB9IJJ
SCT 23/03/2010 852
COMPANIES HOUSE

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.

Continuation page

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

Name

LLOYDS TSB BANK PLC

Address

25 Gresham Street, London

Postcode

E C 2 V 7 H N

Name

Address

Postcode

6

Short particulars of all the property charged

Please give the short particulars of the property charged.

Continuation page

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

Short particulars

(i) By way of a first legal mortgage all estates or interest in any freehold or leasehold property owned by the Chargor.

(ii) By way of a first legal mortgage all shares owned by the Chargor (other than any shares in a member of the Group incorporated in Scotland subject to specific fixed security).

(iii) By way of a first fixed charge all plant, machinery, computers, office equipment or vehicles owned by the Chargor.

(iv) assigns absolutely, subject to a proviso for reassignment on redemption, all of the Chargor's rights in respect of the following: (A) its relevant Contracts; (B) any letter of credit issued in its favour; and (C) any bill of exchange or other negotiable instrument held by it,

(v) to the extent that any right described in Clause 3 (f) (iv) of the Deed of Accession is not assignable or capable of assignment or the consent for assignment of that right has not been received, the assignment of that right purported to be effected by that such clause shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which the Chargor may derive from that right or be awarded or entitled to in respect of that right;

(vi) to the extent that they do not fall within Clause 3(f) (i)-(v) of the Deed of Accession and are not effectively assigned under Clause 3(f) (iv) or (v) of the Deed of Accession, the Chargor charges by way of first fixed charge all of its rights under each agreement and document to which it is a party;

(vii) By way of a first fixed charge all of the Chargor's rights in respect of any Intellectual Property Rights; and

(viii) by way of a floating charge all of the Chargor's assets whatsoever and wheresoever not otherwise effectively mortgaged or charged or assigned and, for the avoidance of doubt, by way of a first floating charge all of its assets situated in Scotland or otherwise subject to Scots Law.

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7 Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision ¹

Any Security created by Scots law governed floating charge granted by a Chargor in favour of the Security Agent shall rank ahead of (i) the Debenture and (ii) each other floating charge or fixed charge (other than a fixed charge governed by Scots law) granted by that Chargor in so far as they create charges over assets situated in Scotland or otherwise governed by Scots law.

The Chargor may not create or allow to exist any Security on any of its assets unless permitted under any Finance Document.

¹ In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

8 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:

- 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

9 Delivery of instrument

A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge.

In the case of a charge created out of the United Kingdom (UK), comprising property situated outside the UK, within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the UK. Certified copies of any other documents relevant to the charge should also be delivered.

10 Signature ²

Please sign the form here.

Signature

Signature

X

PARTNER FOR TODS MURRAY LLP

X

² 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 GINA JOHNSTON

Company name Tods Murray LLP

Address Edinburgh Quay

133 Fountainbridge

Post town Edinburgh

County/Region Midlothian

Postcode E H 3 9 A G

Country United Kingdom

DX DX ED58 Edinburgh

Telephone 0131 656 2000



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 deed (if any) 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 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 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 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

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Amount secured

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

Amount secured

In this MG01, the following terms shall have the following meanings.

Accession Agreement means an agreement substantially in the form set out in Schedule 7 to the Facilities Agreement (Form of Accession Agreement).

Acquisition Facility means the term loan facility made available by the Acquisition Facility Lenders under paragraph (c) of Clause 2.1 of the Facilities Agreement (Facilities).

Acquisition Facility Commitment shall have the meaning given to that term in the Facilities Agreement.

Acquisition Facility Lenders means:

- (a) the original lenders which have, or acquire in accordance with the terms of the Facilities Agreement, an acquisition facility commitment; and
- (b) each New Lender which has acquired an acquisition facility commitment and becomes a party to the Facilities Agreement after 28 January 2010 in accordance with Clause 28 of the Facilities Agreement (Changes to the Lenders),
in each case until its participation and Commitments in the Acquisition Facility have been assigned or transferred in accordance with Clause 28 of the Facilities Agreement (Changes to the Lenders) or it has otherwise ceased to be a Lender in accordance with the terms of this Agreement and all amounts owing to it under the Finance Documents in relation to the Acquisition Facility have been paid in full.

AF Accession Certificate means an agreement substantially in the form set out in Schedule 18 to the Facilities Agreement (Form of AF Accession Certificate)

AF Increase Certificate means an agreement substantially in the form set out in Schedule 17 to the Facilities Agreement (Form of AF Increase Certificate).

Ancillary Document means each document relating to or evidencing the terms of an Ancillary Facility.

Ancillary Facility means any ancillary facility made available by an Ancillary Lender in accordance with Clause 9 of the Facilities Agreement (Ancillary Facilities).

Ancillary Lender means a Lender which has agreed to make available Ancillary Facilities under an Ancillary Document.

Arrangers means the financial institutions named on the signing pages of the Intercreditor Agreement as the Arrangers.

Assignment Agreement means an assignment agreement substantially in the form set out in Schedule 6 to the Facilities Agreement (Form of Assignment Agreement) or in any other form agreed with the Facility Agent.

Charged Property means all of the assets which from time to time are, or are expressed to be, the subject of the Transaction Security.

Company means SGL Limited by Survitec Group (Holdings) Limited (previously known as Hurricanedrift Limited).

Commitment means, in relation to a Lender, its Facility A Commitment, its Facility B Commitment, its Acquisition Facility Commitment or its Revolving Facility Commitment.

Compliance Certificate means a certificate substantially in the form of Schedule 9 to the Facilities Agreement (Form of Compliance Certificate).

Creditors means the Senior Lenders, the Hedge Counterparties, the Intra-Group Lenders and Topco.

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4	Amount secured
	Please give us details of the amount secured by the charge.
Amount secured	<p>Debt Document means each of the Intercreditor Agreement, the Hedging Agreements, the Finance Documents, the Security Documents, the Topco Documents, any agreement evidencing the terms of the Structural Intra-Group Loans, the Topco Liabilities or the Intra-Group Liabilities and any other document designated as such by the Security Agent and the Parent.</p> <p>Debtor means each Original Debtor and any person which becomes a Party as a Debtor (as defined in the Intercreditor Agreement) in accordance with the terms of Clause 16 of the Intercreditor Agreement (Changes to the Parties).</p> <p>Debenture means the security agreement between the Parent, the Company and the Security Agent dated 23 February 2010.</p> <p>Delegate means any delegate, agent, attorney or co-trustee appointed by the Security Agent.</p> <p>Facility means a Term Facility, a Revolving Facility or an Ancillary Facility.</p> <p>Facility Agent means LLOYDS TSB BANK PLC (Registered Number 00002065) acting as the Facility Agent in terms of the Intercreditor Agreement.</p> <p>Facility A shall have the meaning given to that term in the Facilities Agreement.</p> <p>Facility A Commitment shall have the meaning given to that term in the Facilities Agreement.</p> <p>Facility A Lenders means:</p> <p>(a) the original lenders which have, or acquire in accordance with the terms of the Facilities Agreement, a Facility A Commitment; and</p> <p>(b) each New Lender which has acquired a Facility A Commitment and become a party to the Facilities Agreement after 28 January 2010 in accordance with Clause 2.2 (Increase) or 28 (Changes to the Lenders) of the Facilities Agreement,</p> <p>in each case until its participation and Commitments in Facility A have been assigned or transferred in accordance with Clause 28 (Changes to the Lenders) or it has otherwise ceased to be a Lender in accordance with the terms of this Agreement and all amounts owing to it under the Finance Documents in relation to Facility A have been paid in full.</p> <p>Facility B shall have the meaning given to that term in the Facilities Agreement.</p> <p>Facility B Commitment shall have the meaning given to that term in the Facilities Agreement.</p> <p>Facility B Lenders means:</p> <p>(a) the original lenders which have, or acquire in accordance with the terms of the Facilities Agreement, a Facility B Commitment; and</p> <p>(b) each New Lender which has acquired a Facility B Commitment and become a party to the Facilities Agreement after 28 January 2010 in accordance with Clause 2.2 (Increase) or Clause 28 of the Facilities Agreement (Changes to the Lenders),</p> <p>in each case until its participation and Commitments in Facility B have been assigned or transferred in accordance with Clause 28 (Changes to the Lenders) or it has otherwise ceased to be a Lender in accordance with the terms of this Agreement and all amounts owing to it under the Finance Documents in relation to Facility B have been paid in full.</p> <p>Facilities Agreement means the Facilities Agreement dated 28 January 2010 between inter alios Survitec Group (Finance 3) Limited (previously known as Cyclonedrift Limited), Survitec Group (Holdings) Limited (previously known as Hurricanedrift Limited) and Lloyds TSB Bank plc in the various capacities stated therein.</p>

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Fees Letters means:

- (a) any letter or letters dated on or about the date of the Facilities Agreement between the Parent and the Arrangers, and the Parent, the Facility Agent and the Security Agent setting out any of the fees referred to in Clauses 16 of the Facilities Agreement (Fees);
- (b) any letter or letters between the Parent and any Increase Lender setting out any fees payable referred to in Clause 2.2 of the Facilities Agreement (Increase); and
- (c) any other agreement setting out fees payable to a Finance Party referred to in the Facilities Agreement or under any other Finance Document.

Finance Documents means the Facilities Agreement, each Compliance Certificate, each Transaction Security Document, the Intercreditor Agreement, each Hedging Agreement, each Ancillary Document, each Accession Agreement, each Transfer Certificate, each Assignment Agreement, each Increase Confirmation, each AF Accession Certificate, each AF Increase Certificate, each Novation Certificate, the Fees Letters, the Turnover Letter, each Resignation Letter, each Selection Notice, each Utilisation Request, the Redenomination Notice, each Notifiable Debt Purchase Transaction Notice and any other document designated as a Finance Document by the Parent and the Facility Agent.

FX Hedging Agreement means any agreement entered into by a Hedge Counterparty to provide Secured FX Lender Hedging or Secured FX Non-Lender Hedging (each as defined in the Hedging Letter) to a Debtor in respect of which the Facility Agent has provided an FX Secured Hedging Cap Confirmation in accordance with Clause 4.14 (FX Secured Hedging Cap Confirmation).

FX Secured Hedging Cap Confirmation has the meaning given to it in Clause 4.14 of the Intercreditor Agreement (FX Secured Hedging Cap Confirmation).

Group means the Parent and its Subsidiaries from time to time.

Hedge Counterparty means: (a) the Original Hedge Counterparties (as defined in the Intercreditor Agreement); or (b) any other person which becomes Party as a Hedge Counterparty pursuant to Clause 16.9 of the Intercreditor Agreement (Creditor/Agent Accession Undertaking).

Hedging Agreement means: any Interest Hedging Agreement; and any FX Hedging Agreement.

Hedging Letter means the letter dated on or before the date of the Facilities Agreement, setting out certain matters as regards hedging in respect of the Facilities.

Increase Confirmation means a confirmation substantially in the form set out in Schedule 13 to the Facilities Agreement (Form of Increase Confirmation).

Intercreditor Agreement means the intercreditor agreement dated 28 January 2010 between, amongst others, the Company, the Parent, the Facility Agent and the Security Agent in connection with, amongst other things, the Facilities Agreement.

Interest Hedging Agreement means any agreement entered into by a Hedge Counterparty to provide Secured Interest Rate Hedging to a Debtor in accordance with the terms of the Hedging Letter.

Intra-Group Lenders means the Original Intra-Group Lenders and each other member of the Group which has made a loan available to, granted credit to or made any other financial arrangement having similar effect with another member of the Group and which becomes a party to the Intercreditor Agreement as an Intra-Group Lender in accordance with the terms of Clause 16 of the Intercreditor Agreement (Changes to the Parties).

Intra-Group Liabilities means the Liabilities owed by any member of the Group to any of the Intra-Group Lenders including, without limitation, in respect of the Structural Intra-Group Liabilities.

Lenders means the Facility A Lenders, the Facility B Lenders, the Acquisition Facility Lenders and the Revolving Facility Lenders.

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Liabilities means all present and future liabilities and obligations at any time of any member of the Group to any Creditor under the Debt Documents, both actual and contingent and whether incurred solely or jointly or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations under the Debt Documents:

- (a) any refinancing, novation, deferral or extension;
- (b) any claim for breach of representation, warranty or undertaking or on an event of default or under any indemnity given under or in connection with any document or agreement evidencing or constituting any other liability or obligation falling within this definition;
- (c) any claim for damages or restitution; and
- (d) any claim as a result of any recovery by any Debtor of a Payment on the grounds of preference or otherwise,

and any amounts which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowance of those amounts in any insolvency or other proceedings.

Notifiable Debt Purchase Transaction Notices means each of the notices referred to in Clauses 29.2(c) and (d) of the Facilities Agreement (Disenfranchisement on Debt Purchase Transactions entered into by Sponsor Affiliates).

Novation Certificate has the meaning given to that term in Clause 2.5 to the Facilities Agreement (German Newco Debt Push Down).

Original Intra-Group Lenders shall have the meaning given to that term in the Intercreditor Agreement.

Parent means Survitec Group (Finance 3) Limited (Previously known as Cyclonedrift Limited) (Registered Number 07092763).

Party means a party to the Intercreditor Agreement.

Payment means, in respect of any Liabilities (or any other liabilities or obligations), a payment, prepayment, repayment, redemption, defeasance or discharge of those Liabilities (or other liabilities or obligations).

Receiver means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property.

Redenomination Notice means a notice substantially in the form set out in Part 4 of Schedule 3 to the Facilities Agreement (Requests) given in accordance with Clause 8.4 of the Facilities Agreement (Redenomination).

Reports shall have the meaning given to that term in the Facilities Agreement.

Resignation Letter means a letter substantially in the form set out in Schedule 8 of the Facilities Agreement (Form of Resignation Letter).

Revolving Facility Commitment shall have the meaning given to that term in the Facilities Agreement.

Revolving Facility means the revolving credit facility made available by the Revolving Facility Lenders under the Facilities Agreement as described in paragraph (d) of Clause 2.1 of the Facilities Agreement (Facilities).

Revolving Facility Lenders shall have the meaning given to that term in the Facilities Agreement.

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Secured Interest Rate Hedging means each of:

- (a) the Mandatory Interest Rate Hedging;
- (b) the Additional Secured Interest Rate Lender Hedging; and
- (c) the Additional Secured Interest Rate Non-Lender Hedging,

each as defined in the Hedging Letter.

Secured Obligations means all the Liabilities and all other present and future obligations (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) at any time due, owing or incurred by any member of the Group (including the Chargor) to any Secured Party under the Finance Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity;

Secured Parties means the Security Agent, any Receiver or Delegate, the Facility Agent, the Arrangers and the Senior Creditors from time to time but, in the case of the Facility Agent, the Arranger or any Senior Creditor, only if it is a party to the Intercreditor Agreement or (in the case of the Facility Agent or a Senior Creditor) has acceded to the Intercreditor Agreement, in the appropriate capacity, pursuant to Clause 16.9 of the Intercreditor Agreement (Creditor/Agent Accession Undertaking).

Security means a mortgage, standard security, assignation, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

Security Documents means:

- (a) each of the Transaction Security Documents;
- (b) any other document entered into at any time by any of the Debtors creating any guarantee, indemnity, Security or other assurance against financial loss in favour of any of the Secured Parties as security for any of the Secured Obligations; and
- (c) any Security granted under any covenant for further assurance in any of the documents set out in paragraphs (a) and (b) above.

Selection Notice means, in relation to a Term Advance, a notice substantially in the form set out in Part 2 of Schedule 3 to the Facilities Agreement (Requests).

Senior Creditors means the Senior Lenders and the Hedge Counterparties.

Senior Lenders means each Lender, each Issuing Bank and each Ancillary Lender (as defined in the Intercreditor Agreement).

Structural Intra-Group Liabilities means Liabilities arising under or in connection with the Structural Intra-Group Loans.

Structural Intra-Group Loans shall have the meaning given to that terms in the Facilities Agreement.

Subordinated Debt means any loans made to the Parent which are subordinated to the Facilities pursuant to the terms of the Intercreditor Agreement or otherwise to the satisfaction of the Facility Agent.

Subsidiary means a subsidiary and a subsidiary undertaking as defined in sections 1159 and 1162 of the Companies Act 2006 respectively.

4

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Term Advances means the Facility A Advances, the Facility B Advances and the Acquisition Facility Advances as defined in the Facility Agreement.

Term Facilities means Facility A, Facility B and the Acquisition Facility.

Topco means Survitec Group (Finance 2) Limited, previously known as Cyclonebridge Limited, a company incorporated in England and Wales with registration number 7092474 (Registered Office 1-5 Beaufort Road, Birkenhead, Merseyside, CH41 1HQ).

Topco Documents means any document evidencing the terms of the Subordinated Debt.

Topco Liabilities means all Liabilities owed by the Parent to Topco in respect of Subordinated Debt under the Topco Documents.

Transaction Security means the Security created or evidenced or expressed to be created or evidenced under or pursuant to the Security Documents.

Transaction Security Documents means each of the documents listed as being, or referred to as being, a Transaction Security Document in:

(a) Part 2 (Conditions Precedent to Initial Utilisation) of Schedule 2 (Conditions Precedent) of the Facilities Agreement;

(b) Part 3 (Conditions subsequent) of Schedule 2 (Conditions Precedent) of the Facilities Agreement; and

(c) Part 4 (Conditions Precedent Required to be Delivered by an Additional Obligor) of Schedule 2 (Conditions Precedent) of the Facilities Agreement, together with, in each case, any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of members of the Group to the Finance Parties under any of the Finance Documents.

Transfer Certificate means a certificate substantially in the form set out in Schedule 5 to the Facilities Agreement (Form of Transfer Certificate) or in any other form agreed between the Facility Agent and the Parent.

Turnover Letter means a turnover letter from those original investors to whom the Reports have been addressed.

Utilisation Request shall have the meaning given to that term in the Facilities Agreement.



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

COMPANY NO. 188500
CHARGE NO. 10

I HEREBY CERTIFY THAT A CHARGE CREATED BY SURVIVAL-
ONE LIMITED

ON 17 MARCH 2010

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

IN FAVOUR OF LLOYDS TSB BANK PLC

WAS DELIVERED PURSUANT TO SECTION 878 OF THE
COMPANIES ACT 2006 ON 23 MARCH 2010

GIVEN AT COMPANIES HOUSE, EDINBURGH 24 MARCH 2010



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES