

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Fixed & Floating Security Document		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Binding Site Group Limited		07/06/2011	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	HSBC Corporate Trustee Company (UK) Limited, as security agent		
Street Address:	8 Canada Square		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	E14 5HQ		
Entity Type:	LIMITED LIABILITY COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	1751743	BIND A RID	
Registration Number:	1772619	IMPROVE	
Registration Number:	1809814	NANORID	
Registration Number:	2031446	THE BINDING SITE	
Registration Number:	2053840	THE BINDING SITE	
Registration Number:	2059638	MINIFIX	
Registration Number:	2155831	MININEPH	
Registration Number:	2410918	MININEPH	
Registration Number:	2478649	POLYMICA	
Registration Number:	2534974	FREELITE	
Registration Number:	3358090	SPA PLUS	
Registration Number:	3479719	THE BINDING SITE	
Registration Number:	3776368	HEVYLITE	

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NAME OF SUBMITTER:	Frances B. Cutajar
Signature:	/Frances B. Cutajar/
Date:	08/26/2011

Total Attachments: 85

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EXECUTION VERSION

FIXED AND FLOATING SECURITY DOCUMENT

dated 6 July 2011

CIDRON (TBS) MIDCO LIMITED

(Registered No. 07584267)

CIDRON (TBS) II LIMITED

(Registered No. 07579841)

THE BINDING SITE CORPORATION LIMITED

(Registered No. 06979672)

NETTLETON GATE LIMITED

(Registered No. 04171107)

THE BINDING SITE GROUP LIMITED

(Registered No. 05508774)

as the Original Chargors

In favour of

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED

acting as Security Agent

Linklaters

Ref: L-192049

Linklaters LLP

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THIS DEED is made on 6 July 2011 BETWEEN:

- (1) THE COMPANIES listed in Schedule 1 (*The Original Chargors*) hereto (each an "**Original Chargor**" and together the "**Original Chargors**") in favour of
- (2) HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED as Security Agent for the Secured Parties on the terms and conditions set out in the Intercreditor Agreement (the "**Security Agent**" which expression shall include any person for the time being appointed as Security Agent or as an additional Security Agent for the purpose of, and in accordance with, the Intercreditor Agreement).

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed and any Mortgage (as defined below):

"Account" means any account opened or maintained by a Chargor with the Security Agent or any other person (and any replacement account or subdivision or subaccount of that account) including, without limitations, at the date of this Deed those set out in Schedule 8 (*Bank Accounts*), the debt or debts represented thereby and all Related Rights.

"Assigned Account" means any Mandatory Prepayment Account, and Holding Account and any other Account that may from time to time be agreed in writing as an Assigned Account by the Security Agent and a Chargor.

"Charged Property" means all the assets and undertaking of a Chargor which from time to time are the subject of the security created or expressed to be created in favour of the Security Agent by or pursuant to this Deed and any Mortgage.

"Chargors" means the Original Chargors and any other member of the Group which has become a Chargor hereunder by executing a Security Accession Deed and **"Chargor"** means any of them.

"Collateral Rights" means all rights, powers and remedies of the Security Agent provided by or pursuant to this Deed or any Mortgage or by law.

"Declared Default" means an Event of Default which is continuing and in respect of which notice has been served by the Agent pursuant to clause 28.23 (*Acceleration*) of the Facilities Agreement but, for the avoidance of doubt, excluding merely placing the Facilities on demand pursuant to clause 28.23(a)(iii), 28.23(a)(v) or 28.23(a)(vii) of the Facilities Agreement.

"Excluded Property" means any leasehold properties now owned by a Chargor or acquired by a Chargor after the date of this Deed the lease of which contains a prohibition against charging, except where consent to charge has been obtained from the relevant landlord.

"Facilities Agreement" means the senior facilities agreement dated on or about the date hereof made between the Parent, the Original Borrowers, the Original Guarantors, the Arrangers, the Original Lenders, the Agent and the Security Agent as amended, varied, novated or supplemented from time to time.

"Insurance Policy" means any policy of insurance (including life insurance or assurance) in which a Chargor may from time to time have an interest including, without limitations, at the date of this Deed those set out in Schedule 7 (*Insurance Policies*).

"Intellectual Property" means any patents, trade marks, service marks, registered designs, business names, copyrights, database rights, design rights, domain names, rights in inventions, confidential information and trade secrets and other intellectual property rights and interests anywhere in the world, whether registered or unregistered, and all applications for such rights.

"Investments" means:

- (a) any stocks, shares, debentures, securities and certificates of deposit (but not including the Shares);
- (b) all interests in collective investment schemes; and
- (c) all warrants, options and other rights to subscribe or acquire any of the investments described in paragraphs (a) and (b) above,

in each case whether held directly by or to the order of a Chargor or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system).

"Material Property" means;

- (a) the freehold, leasehold and immovable property in England and Wales specified in Schedule 2 (*Details of Material Property*);
- (b) any freehold property in England and Wales acquired by a Chargor after the date hereof with a market value of £500,000 or greater or which could (in the reasonable opinion of the Security Agent) reasonably be expected to yield annual rental payments exceeding £500,000; and
- (c) any leasehold property in England and Wales with a market value of £500,000 or greater or where the initial annual basic rent payable under such leasehold property exceeds £500,000 now or hereafter owned by or acquired by a Chargor.

"Monetary Claims" means any book and other debts and monetary claims owing to a Chargor and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which a Chargor is a party and any other assets, property, rights or undertaking of a Chargor).

"Mortgage" means a mortgage or legal charge in respect of any Material Property in accordance with Clause 6 (*Further Assurance*) substantially in the form of Schedule 4 (*Form of Mortgage*).

"Notice of Assignment" means a notice of assignment in substantially the form set out in Part I or II of Schedule 3 (*Forms of Notice of Assignment*), as the case may be, or in such form as may be specified by the Security Agent.

"Real Property" means:

- (a) any freehold, leasehold or immovable property; and

- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property and owned by a Chargor;

and includes all Related Rights.

"**Receiver**" means a receiver or receiver and manager or, where permitted by law, an administrative receiver of the whole or any part of the Charged Property and that term will include any appointee made under a joint and/or several appointment.

"**Registered Intellectual Property**" means all patents, petty patents, utility models, registered designs, registered trade marks, registered copyright and other registered Intellectual Property (and applications for any of the same) anywhere in the world owned or jointly owned by any Chargor from time to time, including, without limitations, at the date of this Deed those set out in Schedule 6 (*Registered Intellectual Property*).

"**Related Rights**" means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset; and
- (d) any monies and proceeds paid or payable in respect of that asset.

"**Secured Obligations**" means all obligations covenanted to be discharged by each Chargor in Clause 2.1 (*Covenant to Pay*).

"**Secured Parties**" means the Security Agent, any Receiver (as defined in the Facilities Agreement), the Agent, each Issuing Bank, any Hedge Counterparty and each Lender from time to time party to the Facilities Agreement.

"**Security Accession Deed**" means a deed of accession executed by a member of the Group substantially in the form set out in Schedule 5 (*Form of Accession Deed*) pursuant to which such member of the Group becomes a party to this Deed as a Chargor.

"**Shares**" means (i) 16,657,779 ordinary shares of £0.01 each in Cidron (TBS) II Limited (registration number 07579841) held by Cidron (TBS) Midco Limited, (ii) 46,296 ordinary shares of £0.01 each in The Binding Site Corporation Limited (registration number 06979672) held by Cidron (TBS) II Limited, (iii) 770,005 ordinary shares of £1 each in Nettleton Gate Limited (registration number 04171107) held by The Binding Site Corporation Limited and (iv) 95,024 ordinary shares of £0.01 each in The Binding Site Group Limited (registration number 05508774) held by The Binding Site Corporation Limited.

"**Specific Contracts**" means the Acquisition Documents, any Hedging Agreements (being none at the date of this Deed) and any other contracts that a Chargor and the Security Agent designate as such from time to time.

"Tangible Moveable Property" means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of a Chargor's stock in trade or work in progress) and all Related Rights.

1.2 Terms defined in other Finance Documents

Unless defined in this Deed, or the context otherwise requires, a term defined in the Facilities Agreement or in any other Finance Document has the same meaning in this Deed and each Mortgage, or any notice given under or in connection with this Deed or any Mortgage.

1.3 Construction

In this Deed or, as applicable, any Mortgage:

- (a) the rules of interpretation contained in clause 1.2 (*Construction*) to clause 1.3 (*Third Party rights*) of the Facilities Agreement shall apply to the construction of this Deed or any Mortgage;
- (b) any reference to the **"Security Agent"**, the **"Chargor"**, the **"Agent"** or the **"Secured Parties"** shall be construed so as to include its or their (and any subsequent) successors and any permitted transferees in accordance with their respective interests; and
- (c) references in this Deed to any Clause or Schedule shall be to a clause or schedule contained in this Deed.

1.4 Third Party Rights

- (a) Unless expressly provided to the contrary in this Deed a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the **"Third Parties Act"**) to enforce or to enjoy the benefit of any term of this Deed;
- (b) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.

1.5 Duplication

To the extent that the provisions of the Deed duplicate those of any Mortgage the provisions of that Mortgage shall prevail.

1.6 Disposition of Property

The terms of the other Finance Documents and of any side letters between the Parties in relation to the Finance Documents are incorporated into each Finance Document to the extent required for any purported disposition of the Real Property contained in any Finance Document to be a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.7 Incorporation of provisions into any Mortgage

Clauses 1.2 (*Terms defined in other Finance Documents*), 1.3 (*Construction*), 6.1 (*Further Assurance: General*), 6.4 (*Implied Covenants for Title*), 14 (*Enforcement of Security*), 15 (*Extension and Variation of the Law of Property Act 1925*), 16 (*Appointment of Receiver or Administrator*), 17 (*Powers of Receiver*), 20 (*Power of Attorney*), 31 (*Governing Law*) and 32 (*Jurisdiction*) of this Deed are incorporated into any Mortgage as if expressly incorporated into that Mortgage, as if references in those clauses to this Deed were references to that Mortgage and as if all references in those clauses to Charged Property were references to the assets of a

Chargor from time to time charged in favour of, or assigned (whether at law or in equity) to the Security Agent by or pursuant to that Mortgage.

1.8 Mortgage

It is agreed that each Mortgage is supplemental to this Deed.

2. PAYMENT OF SECURED OBLIGATIONS

2.1 Covenant to Pay

Each Chargor covenants with the Security Agent as security agent for the Secured Parties that it shall on demand of the Security Agent discharge all obligations which such Chargor may at any time have to the Security Agent (whether for its own account or as security agent for the Secured Parties) or any of the other Secured Parties under or pursuant to the Finance Documents (including this Deed and any Mortgage) including any liability in respect of any further advances made under the Finance 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) and such Chargor shall pay to the Security Agent when due and payable every sum at any time owing, due or incurred by such Chargor to the Security Agent (whether for its own account or as security agent for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities provided that neither such covenant nor the security constituted by this Deed or any Mortgage shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law.

2.2 Interest on Demands

If a Chargor fails to pay any sum on the due date for payment of that sum the relevant Chargor shall pay interest on any such sum (before and after any judgment and to the extent interest at a default rate is not otherwise being paid on such sum) from the date of demand until the date of payment calculated on a daily basis at the rate determined in accordance with the provisions of clause 14.3 (*Default Interest*) of the Facilities Agreement.

3. FIXED CHARGES, ASSIGNMENTS AND FLOATING CHARGE

3.1 Fixed Charges

- (a) Each Chargor charges with full title guarantee in favour of the Security Agent as security agent for the Secured Parties as continuing security for the payment and discharge of the Secured Obligations, (i) 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 Deed (or, if later, the date on which such Chargor accedes as a party to this Deed) shall be a charge by way of first legal mortgage) (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party) the Material Property other than the Excluded Property and (ii) by way of first fixed equitable charge all other Material Property now belonging to it and all Material Property acquired by it in the future other than the Excluded Property.
- (b) Each Chargor charges with full title guarantee in favour of the Security Agent as security agent for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all its right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Tangible Moveable Property.

- (c) Each Chargor charges with full title guarantee in favour of the Security Agent as security agent for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all its right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Accounts.
- (d) Each Chargor charges with full title guarantee in favour of the Security Agent as Security Agent for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all its right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Intellectual Property and Related Rights in respect of the Intellectual Property other than the Excluded Intellectual Property (as defined below).
- (e) Each Chargor charges with full title guarantee in favour of the Security Agent as security agent for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all its right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) any goodwill and rights in relation to the uncalled capital of such Chargor.
- (f) Each Chargor charges with full title guarantee in favour of the Security Agent as security agent for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all its right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Investments.
- (g) Each Chargor charges with full title guarantee in favour of the Security Agent as security agent for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all its right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) 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, compensation or otherwise).
- (h) Each Chargor charges with full title guarantee in favour of the Security Agent as security agent for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all its right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) all Monetary Claims and all Related Rights other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Deed.

3.2 Assignments

Each Chargor assigns and agrees to assign absolutely with full title guarantee to the Security Agent as security agent for the Secured Parties as security for the payment and discharge of the Secured Obligations all its right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to that assignment from any third party):

- (a) the proceeds of any Insurance Policy and all Related Rights;
- (b) all rights and claims in relation to any Assigned Account; and
- (c) the Specific Contracts.

3.3 Floating Charge

- (a) Each Chargor with full title guarantee charges in favour of the Security Agent as security agent for the Secured Parties with the payment and discharge of the Secured Obligations by way of first floating charge all its present and future assets and undertaking.
- (b) The floating charge created by paragraph (a) above shall be deferred in point of priority to all fixed Security validly and effectively created by a Chargor under the Finance Documents in favour of the Security Agent as Security Agent for the Secured Parties as security for the Secured Obligations. Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 3.3.

3.4 Intellectual Property Restricting Charging

- (a) There shall be excluded from the charge created by Clause 3.1 (*Fixed Charges*) and from the operation of Clause 6 (*Further Assurance*) any Related Rights relating to the Intellectual Property charged under Clause 3.1 (*Fixed Charges*) in which a Chargor has an interest which either precludes absolutely or conditionally (including requiring the consent of any third party) that Chargor from creating any charge over its interest in that Intellectual Property (each an "Excluded Intellectual Property") until the relevant condition or waiver has been satisfied or obtained.
- (b) For each material Excluded Intellectual Property, each relevant Chargor undertakes to apply for the relevant consent or waiver of prohibition or condition within twenty one days of the date of this deed and to use reasonable endeavours to obtain such consent and to keep the Security Agent informed of the progress of its negotiations.
- (c) Forthwith upon receipt of the relevant waiver or consent, the relevant formerly Excluded Intellectual Property shall stand charged to the Security Agent under Clause 3.1 (*Fixed Charges*). If required by the Security Agent, at any time following receipt of that waiver or consent, the relevant Chargor will forthwith execute a valid fixed charge or legal assignment in such form as the Security Agent shall reasonably require.

4. CRYSTALLISATION OF FLOATING CHARGE

4.1 Crystallisation: By Notice

The Security Agent may at any time by notice in writing to the relevant Chargor convert the floating charge created by Clause 3.3 (*Floating Charge*) with immediate effect into a fixed charge as regards any property or assets specified in the notice if:

- (a) a Declared Default has occurred and is continuing; or
- (b) the Security Agent reasonably considers that any of the Charged Property may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process.

4.2 Crystallisation: Automatic

If:

- (a) any Chargor creates or attempts to create any Security (other than any Security permitted under clause 27.15 (*Negative Pledge*) of the Facilities Agreement, over any of the Charged Property;

- (b) any person levies or attempts to levy any distress, execution or other process against any of the Charged Property;
- (c) a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of any Chargor or an administrator is appointed to any Chargor;
- (d) any person (who is entitled to do so) gives notice of its intention to appoint an administrator to any Chargor or files such a notice with the court,

then, notwithstanding Clause 4.1 (*Crystallisation: By Notice*) and without prejudice to any law which may have a similar effect, the floating charge created by the relevant Chargor will automatically be converted (without notice) with immediate effect into a fixed charge as regards all the assets subject to the floating charge.

5. PERFECTION OF SECURITY

5.1 Notices of Assignment

Each Chargor shall deliver to the Security Agent (or procure delivery of) Notices of Assignment duly executed by, or on behalf of it:

- (a) in respect of each Account in the form set out in Part IIA of Schedule 3 (*Forms of Notice of Assignment*) and each Insurance Policy in the form set out in Part I of Schedule 3 (*Forms of Notice of Assignment*), within five Business Days of the date of this Deed (or, if later, within five Business Days of the date on which such Chargor accedes as a party to this Deed) or within five Business Days of the Chargor opening a new Account or entering into a new Insurance Policy; and
- (b) in respect of any other asset which is the subject of an assignment pursuant to Clause 3.2 (*Assignments*) within five Business Days the request by the Security Agent from time to time,

and in each case shall use reasonable endeavours to procure that each notice is acknowledged by the obligor or debtor specified by the Security Agent.

5.2 Notices of Charge

- (a) Each Chargor shall if requested by the Security Agent from time to time after the occurrence of a Declared Default promptly deliver to the Security Agent (or procure delivery of) notices of charge (in form set out in Part IIB of Schedule 3 (*Forms of Notice of Assignment*) of this Deed) duly executed by, or on behalf of it and use reasonable endeavours to procure that the notices are acknowledged by each of the banks or financial institutions with which any of the Accounts are opened or maintained.
- (b) The execution of this Deed by each Chargor and the Security Agent shall constitute notice to the Security Agent of the charge created over any Account and the assignment in respect of any Assigned Account opened or maintained with the Security Agent.

5.3 Material Property: Delivery of Documents of Title

Each Chargor shall upon the execution of this Deed or, as the case may be, the date on which such Chargor accedes as a party to this Deed (or, if later, upon receipt or entitlement thereof), and upon the acquisition by it of any interest in any freehold, leasehold or other immovable

property constituting a Material Property (other than Excluded Property), deliver (or procure delivery) to the Security Agent of, and the Security Agent shall be entitled to hold and retain, all deeds, certificates and other documents constituting or evidencing title relating to such Material Property (other than Excluded Property).

5.4 Note of Mortgage

In the case of any Material Property (excluding any Material Property for as long as it constitutes Excluded Property), title to which is or will be registered under the Land Registration Act 2002, acquired by or on behalf of a Chargor after the execution of this Deed, such Chargor shall promptly notify the Security Agent of the title number(s) and, contemporaneously with the making of an application to the Land Registry for the registration of such Chargor as the registered proprietor of such property, apply to the Land Registry to enter an agreed notice of any Mortgage on the charges register of such property.

5.5 Further Advances

- (a) Subject to the terms of the Facilities Agreement each Lender is under an obligation to make further Advances to the Chargors and that obligation will be deemed to be incorporated into this Deed as if set out in this Deed.
- (b) Each Chargor consents to an application being made to the Land Registry to enter the obligation to make further Advances on the charges register of any registered land forming part of the Material Property (other than Excluded Property).

5.6 Application to the Land Registry

Each Chargor consents to an application being made to enter the following restriction in the proprietorship register of any registered land at any time forming part of the Material 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 the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of [chargee] referred to in the charges register [or their conveyancer]."

5.7 Delivery of Share Certificates

Each Chargor shall:

- (a) as soon as reasonably practicable after the date of this Deed (or, if later, the date on which such Chargor accedes as a party to this Deed) and in any event within 10 Business Days of such date, deposit with the Security Agent (or procure the deposit of) all certificates or other documents of title to the Shares, and stock transfer forms (executed in blank by or on behalf of the relevant Chargor); and
- (b) promptly upon the accrual, offer or issue of any stocks, shares, warrants or other securities in respect of or derived from the Shares, notify the Security Agent of that occurrence and procure the delivery to the Security Agent of (a) all certificates or other documents of title representing such items and (b) such stock transfer forms or other instruments of transfer (executed in blank on behalf of the relevant Chargor) in respect thereof as the Security Agent may reasonably request.

5.8 Registration of security for Intellectual Property

Each Chargor shall, if requested by the Security Agent, execute all such documents and do all acts that the Security Agent may reasonably require to record the interest of the Security Agent in any registers relating to any Registered Intellectual Property.

6. FURTHER ASSURANCE

6.1 Further Assurance: General

(a) The covenant set out in Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in paragraph (b) below.

(b) Subject (in the case of Excluded Property only) to obtaining the consent, where necessary, to the Mortgage from the relevant landlord (in which case Clause 6.3 (*Consents*) shall apply), each Chargor shall promptly at its own cost enter into a Mortgage over any Material Property and do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s)):

- (i) to perfect the security created or intended to be created in respect of the Charged Property (which may include the execution by the relevant Chargor of a mortgage, charge or assignment over all or any of the assets constituting, or intended to constitute, Charged Property) or for the exercise of the Collateral Rights and Clauses 5.3 to 5.6 shall apply accordingly in respect of Material Property;
- (ii) to confer on the Security Agent security over any property and over the same category of assets of the relevant Chargor located in any jurisdiction outside England and Wales equivalent or similar to the security intended to be conferred by or pursuant to this Deed and each Mortgage; and/or
- (iii) to facilitate the realisation of the Charged Property.

6.2 Necessary Action

Subject to the Agreed Security Principles, each Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any security conferred or intended to be conferred on the Security Agent by or pursuant to this Deed and any Mortgage.

6.3 Consents

Each Chargor shall use reasonable endeavours to obtain (in form and content reasonably satisfactory to the Security Agent) as soon as reasonably practicable any consents necessary including any consent necessary for any Mortgage to enable its assets to be the subject of an effective fixed charge or assignment pursuant to Clause 3 (*Fixed Charges, Assignments and Floating Charge*) and, immediately upon obtaining any such consent, the asset concerned shall become subject to such security and the relevant Chargor shall promptly deliver a copy of each consent to the Security Agent.

6.4 Implied Covenants for Title

The obligations of each Chargor under this Deed and any Mortgage shall be in addition to the covenants for title deemed to be included in this Deed and any Mortgage by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994.

7. NEGATIVE PLEDGE AND DISPOSALS

7.1 Negative Pledge

Each Chargor undertakes that it shall not, at any time during the subsistence of this Deed or any Mortgage, create or permit to subsist any Security over all or any part of the Charged Property other than Security permitted pursuant to the Facilities Agreement or with the prior written consent of the Security Agent.

7.2 No Disposal of Interests

Each Chargor undertakes that it shall not (and shall not agree to) at any time during the subsistence of this Deed or any Mortgage, except as contemplated by the definition of Permitted Disposals or otherwise permitted pursuant to the Facilities Agreement or by this Clause 7:

- (a) execute any conveyance, transfer, lease or assignment of, or other right to use or occupy, all or any part of the Charged Property;
- (b) create any legal or equitable estate or other interest in, or over, or otherwise relating to, all or any part of the Charged Property;
- (c) (a) grant or vary, or accept any surrender, or cancellation or disposal of, any lease, tenancy, licence, consent or other right to occupy in relation to any of the Charged Property or (b) allow any person any right to use or occupy or to become entitled to assert any proprietary interest in, or right over, the Charged Property, which may, in each case, adversely affect the value of any of the Charged Property or the ability of the Security Agent to exercise any of the Collateral Rights; or
- (d) save with the express written consent of the Security Agent and subject to Clause 9 (*Accounts*), assign or otherwise dispose of any interest in any Account and no right, title or interest in relation to any Account maintained with the Security Agent, or the credit balance standing to any such Account, shall be capable of assignment or other disposal, save with the express written consent of the Security Agent.

8. SHARES AND INVESTMENTS

8.1 Exercise of Rights

- (a) Prior to the occurrence of a Declared Default, each Chargor shall be entitled to receive and retain all dividends, distributions, interest and other monies paid on or arising from the Shares.
- (b) Upon the occurrence of a Declared Default, the Security Agent may, at its discretion, (in the name of the relevant Chargor or otherwise and without any further consent or authority from any Chargor) apply all dividends, interest and other monies arising from the Shares in accordance with Clause 18 (*Application of Monies*).
- (c) Prior to the occurrence of a Declared Default, each Chargor shall be entitled to exercise all voting rights in relation to the Shares.

- (d) Subject to Clause 8.2 (*Waiver of Rights*), upon the occurrence of a Declared Default, the Security Agent may, at its discretion, (in the name of each Chargor or otherwise and without any further consent or authority from each Chargor),
 - (i) exercise (or refrain from exercising) all voting rights in respect of the Shares; and
 - (ii) transfer the Shares into the name of such nominee(s) of the Security Agent as it shall require.

8.2 Waiver of Rights

- (a) The Security Agent may, at any time in its absolute discretion and without any consent or authority from the Finance Parties or any Chargor, by written notice to the relevant Chargor (which notice shall be irrevocable) elect to give up the right to exercise (or refrain from exercising) all voting rights in respect of the Shares specified in that notice conferred or to be conferred on the Security Agent pursuant to paragraph (d) of Clause 8.1 (*Exercise of Rights*) or any other provision of this Deed.
- (b) Once a notice has been issued by the Security Agent under paragraph (a) above, on and from the date of such notice the Security Trustee shall cease to have the rights to exercise or refrain from exercising voting rights in respect of the Shares conferred or to be conferred on it pursuant to paragraph (d) of Clause 8.1 (*Exercise of Rights*) or any other provision of this Deed and all such rights will be exercisable by the relevant Chargor subject only to the proviso contained in Clause 8.3 (*Voting Rights*).

8.3 Voting Rights

No Chargor shall exercise (and shall procure that any nominee acting on its behalf does not exercise) its voting rights in relation to the Shares in any manner, or otherwise permit or agree to any (i) variation of the rights attaching to or conferred by all or any part of the Shares, (ii) increase in the issued share capital of any company whose shares are charged pursuant to this Deed which in the reasonable opinion of the Security Agent would prejudice the value of, or the ability of the Security Agent (i) to realise the security created by this Deed or (ii) would cause an Event of Default to occur.

8.4 Investments and Shares: Payment of Calls

Each Chargor shall pay when due all calls or other payments which may be or become due in respect of any of the Investments and Shares which are not fully paid (unless reasonably contested), and in any case of default by any Chargor in such payment, the Security Agent may, if it thinks fit, make such payment on behalf of the relevant Chargor in which case any sums paid by the Security Agent shall be reimbursed by the relevant Chargor to the Security Agent on demand and any amount so expended shall be a cost recoverable under clause 20 (*Other Indemnities*) of the Facilities Agreement.

8.5 Investments: Delivery of Documents of Title

After the occurrence of a Declared Default, each Chargor shall promptly on the request of the Security Agent deliver (or procure delivery) to the Security Agent, and the Security Agent shall be entitled to retain, all of the Investments and any certificates and other documents of title representing the Investments to which it (or its nominee(s)) is or becomes entitled together with any other document which the Security Agent may reasonably request (in such form and

executed as the Security Agent may reasonably require) with a view to perfecting or improving its security over the Investments or to registering any Investment in its name or the name of any nominee(s).

8.6 Investments: Exercise of Rights

Each Chargor shall not exercise any of its rights and powers in relation to any of the Investments in any manner which, in the reasonable opinion of the Security Agent, would prejudice the value of, or the ability of the Security Agent to realise, the security created by this Deed.

9. ACCOUNTS

9.1 Accounts: Notification and Variation

Each Chargor, during the subsistence of this Deed:

- (a) shall promptly deliver to the Security Agent on the date of this Deed (or, if later, the date on which such Chargor accedes as a party to this Deed and, if any change occurs thereafter, on the date of such change), details of each Account maintained by it with any bank or financial institution (other than with the Security Agent); and
- (b) shall not, without the Security Agent's prior written consent, permit or agree to any variation of the rights attaching to any Account or close any Account unless such account closure is permitted by the Finance Documents.

9.2 Accounts: Operation Before a Declared Default

Each Chargor shall, prior to the occurrence of a Declared Default, be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account (other than an Assigned Account) subject to the terms of the Facilities Agreement.

9.3 Accounts: Operation After a Declared Default

After the occurrence of a Declared Default, no Chargor shall be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account except with the prior written consent of the Security Agent.

9.4 Assigned Accounts

- (a) No Chargor shall be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Assigned Account except with the prior consent of the Security Agent or as permitted pursuant to the terms of the Facilities Agreement and Clause 10 (*Monetary Claims*).
- (b) The Security Agent shall, upon the occurrence of a Declared Default, be entitled without notice to exercise from time to time all rights, powers and remedies held by it as assignee of the Assigned Accounts and to:
 - (i) demand and receive all and any monies due under or arising out of each Assigned Account; and
 - (ii) exercise all such rights as any Chargor was then entitled to exercise in relation to such Assigned Account or might, but for the terms of this Deed, exercise.

9.5 Accounts: Application of Monies

The Security Agent shall, upon the occurrence of a Declared Default, be entitled without notice to apply, transfer or set-off any or all of the credit balances from time to time on any Account in

or towards the payment or other satisfaction of all or part of the Secured Obligations in accordance with Clause 18 (*Application of Monies*).

10. MONETARY CLAIMS

10.1 Dealing with Monetary Claims

No Chargor shall, subject to Clause 10.2 (*Release of Monetary Claims: Before a Declared Default*), at any time during the subsistence of the Deed, without the prior written consent of the Security Agent or as permitted by the terms of the Facilities Agreement:

- (a) deal with the Monetary Claims except by getting in and realising them in a prudent manner (on behalf of the Security Agent) and paying the proceeds of those Monetary Claims into an Account or as the Security Agent may require (and such proceeds shall be held upon trust by the relevant Chargor for the Security Agent on behalf of the Secured Parties prior to such payment in); or
- (b) factor or discount any of the Monetary Claims or enter into any agreement for such factoring or discounting.

10.2 Release of Monetary Claims: Before a Declared Default

Prior to the occurrence of a Declared Default, the proceeds of the realisation of the Monetary Claims shall (subject to any restriction on the application of such proceeds contained in this Deed or in the Facilities Agreement), upon such proceeds being credited to an Account, be released from the fixed charge created pursuant to Clause 3.1 (*Fixed Charges*) and the relevant Chargor shall be entitled to withdraw such proceeds from such Account provided that such proceeds shall continue to be subject to the floating charge created pursuant to Clause 3.3 (*Floating Charge*) and the terms of this Deed.

10.3 Release of Monetary Claims: After a Declared Default

After the occurrence of a Declared Default, no Chargor shall, except with the prior written consent of the Security Agent, be entitled to withdraw or otherwise transfer the proceeds of the realisation of any Monetary Claims standing to the credit of any Account.

11. INSURANCES

11.1 Insurance: Undertakings

Each Chargor shall at all times during the subsistence of this Deed:

- (a) keep the Charged Property insured in accordance with the terms of the Facilities Agreement;
- (b) after the occurrence of a Declared Default, cause each insurance policy or policies relating to the Charged Property other than any Insurance Policy which has been the subject of a Notice of Assignment pursuant to Clause 5 (*Perfection of Security*) to contain (in form and substance reasonably satisfactory to the Security Agent) an endorsement naming the Security Agent as sole loss payee in respect of all claims in excess of £500,000;
- (c) promptly pay all premiums and other monies payable under all its Insurance Policies and promptly upon request, produce to the Security Agent a copy of each policy and

evidence (reasonably acceptable to the Security Agent) of the payment of such sums;
and

- (d) If required by the Security Agent (but subject to the provisions of any lease of the Charged Property), deposit all Insurance Policies relating to the Charged Property with the Security Agent.

PROVIDED THAT for this Clause 11.1, in respect of any leased Material Property where the relevant Chargor is the tenant and where it is the landlord's obligation under the relevant lease to insure the leased Material Property, the relevant Chargor shall enforce the relevant insurance obligations of the landlord and use all reasonable endeavours to procure that Clause 11.1(b) and 11.1(c) are satisfied.

11.2 Insurance: Default

If any Chargor defaults in complying with Clause 11.1 (*Insurance: Undertakings*), the Security Agent may effect or renew any such insurance on such terms, in such name(s) and in such amount(s) as it reasonably considers appropriate, and all monies reasonably expended by the Security Agent in doing so shall be reimbursed by the relevant Chargor to the Security Agent on demand and shall carry interest from the date of payment by the Security Agent until reimbursed at the rate specified in Clause 2.2 (*Interest on Demands*).

11.3 Application of Insurance Proceeds

All monies received under any Insurance Policies relating to the Charged Property shall (subject to the rights and claims of any person having prior rights to such monies), prior to the occurrence of a Declared Default, be applied in accordance with the terms of the Finance Documents; after the occurrence of a Declared Default, the relevant Chargor shall hold such monies upon trust for the Security Agent pending payment to the Security Agent for application in accordance with Clause 18 (*Application of Monies*) and the relevant Chargor waives any right it may have to require that any such monies are applied in reinstatement of any part of the Charged Property.

12. MATERIAL PROPERTY

12.1 Property: Notification

Each Chargor shall, as soon as practicable, notify the Security Agent of any contract, conveyance, transfer or other disposition for the acquisition by it (or its nominee(s)) of any Material Property.

12.2 Lease Covenants

Each Chargor shall, in relation to any lease, agreement for lease or other right to occupy to which all or any part of the Material Property is at any time subject:

- (a) pay the rents (if the lessee) and observe and perform in all material respects the covenants, conditions and obligations imposed (if the lessor) on the lessor or, (if the lessee) on the lessee; and
- (b) not do any act or thing whereby any lease or other document which gives any right to occupy any part of the Material Property becomes or may become subject to determination or any right of re-entry or forfeiture prior to the expiration of its term.

12.3 General Property Undertakings

Each Chargor shall:

- (a) repair and keep in good and substantial repair and condition (fair wear and tear excepted) to the reasonable satisfaction of the Security Agent all the Material Property at any time forming part of the Charged Property; and
- (b) comply with and observe and perform (a) all applicable requirements of all planning and environmental legislation, regulations and bye-laws relating to the Material Property, (b) any conditions attaching to any planning permissions relating to or affecting the Material Property and (c) any notices or other orders made by any planning, environmental or other public body in respect of all or any part of the Material Property.

12.4 Entitlement to Remedy

If any Chargor fails to comply in a material respect with any of the undertakings contained in this Clause 12, the Security Agent shall be entitled (with such agents, contractors and others as it sees fit), to do such things as may in the reasonable opinion of the Security Agent be required to remedy such failure and all monies spent by the Security Agent in doing so shall be reimbursed by the relevant Chargor on demand with interest from the date of payment by the Security Agent until reimbursed in accordance with Clause 2.2 (*Interest on Demands*).

13. GENERAL UNDERTAKINGS

13.1 Intellectual Property

Each Chargor shall (save as contemplated by the definition of Permitted Disposal):

- (a) preserve and maintain the subsistence and validity of the Intellectual Property necessary for its business;
- (b) use reasonable endeavours to prevent any infringement in any material respect of the Intellectual Property;
- (c) make applications to register and pay all registration and other official fees and taxes necessary to maintain the Registered Intellectual Property in full force and effect and record its interest and that of the Security Agent in that Registered Intellectual Property;
- (d) not use or permit the Intellectual Property to be used in a way or take any step or omit to take any step in respect of that Intellectual Property which may materially and adversely affect the existence or value of the Intellectual Property or imperil the right of any member of the Group to use such property; and
- (e) not discontinue the use of the Intellectual Property,

in each case where failure to do so is reasonably likely to have a Material Adverse Effect.

13.2 Information and Access

Each Chargor shall from time to time on request of the Security Agent, furnish the Security Agent with such information as the Security Agent may reasonably require, in accordance with Clauses 25.7(e) (*Information: Miscellaneous*) and 27.27 (*Access*) of the Facilities Agreement, about the Charged Property and its compliance with the terms of this Deed and it shall permit the Security Agent, its representatives, professional advisers and contractors, free access at reasonable

times and on reasonable notice to (a) inspect and take copies and extracts from its books, accounts and records and (b) to view the Charged Property (without becoming liable as mortgagee in possession).

14. ENFORCEMENT OF SECURITY

14.1 Enforcement

At any time after the occurrence of a Declared Default or if any Chargor requests the Security Agent to exercise any of its powers under this Deed or if a petition or application is presented for the making of an administration order in relation to any Chargor or if any person who is entitled to do so gives written notice of its intention to appoint an administrator of any Chargor or files such a notice with the court, the security created by or pursuant to this Deed is immediately enforceable and the Security Agent may, without notice to the relevant Chargor or prior authorisation from any court, in its absolute discretion:

- (a) enforce all or any part of that security (at the times, in the manner and on the terms it thinks fit) and take possession of and hold or dispose of all or any part of the Charged Property; and
- (b) whether or not it has appointed a Receiver, exercise all or any of the powers, authorities and discretions conferred by the Law of Property Act 1925 (as varied or extended by this Deed) and each Mortgage on mortgagees and by this Deed and each Mortgage on any Receiver or otherwise conferred by law on mortgagees or Receivers.

14.2 No Liability as Mortgagee in Possession

Neither the Security Agent nor any Receiver shall be liable to account as a mortgagee in possession in respect of all or any part of the Charged Property or be liable for any loss upon realisation or for any neglect, default or omission in connection with the Charged Property to which a mortgagee or mortgagee in possession might otherwise be liable, except in the case of gross negligence or wilful default on the part of the Security Agent or Receiver.

14.3 Right of Appropriation

- (a) To the extent that any of the Charged Property constitutes "financial collateral" and this Deed and the obligations of each Chargor hereunder constitute a "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226) (the "**Regulations**")) the Security Agent shall have the right to appropriate all or any part of such financial collateral in or towards discharge of the Secured Obligations and may exercise such right to appropriate upon giving written notice to the relevant Chargor. For this purpose, the parties agree that the value of such financial collateral so appropriated shall be (a) in the case of cash, the amount standing to the credit of each of the Accounts, together with any accrued but unposted interest, at the time the right of appropriation is exercised; and (b) in the case of Investments and/or Shares, the market price of such Investments and/or Shares determined by the Security Agent by reference to a public index or by such other process as the Security Agent may reasonably select, including independent valuation. In each case, the parties agree that the method of valuation provided for in this Deed shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

- (b) Where the Security Agent exercises its right of appropriation and the value of the financial collateral appropriated differs from the amount of the Secured Obligations, as the case may be, either:
- (i) the Security Agent must account to the relevant Chargor for the amount by which the value of the appropriated financial collateral exceeds the Secured Obligations; or
 - (ii) the relevant Chargor will remain liable to the Secured Parties for any amount whereby the value of the appropriated financial collateral is less than the Secured Obligations.

14.4 Effect of Moratorium

The Security Agent shall not be entitled to exercise its rights under Clause 14.1 (*Enforcement*) or Clause 4 (*Crystallisation of Floating Charge*) where the right arises as a result of an Event of Default occurring solely due to any person obtaining or taking steps to obtain a moratorium pursuant to Schedule A1 of the Insolvency Act 1986.

15. EXTENSION AND VARIATION OF THE LAW OF PROPERTY ACT 1925

15.1 Extension of Powers

The power of sale or other disposal conferred on the Security Agent and on any Receiver by this Deed and each Mortgage shall operate as a variation and extension of the statutory power of sale under Section 101 of the Law of Property Act 1925 and such power shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) on execution of this Deed and each Mortgage.

15.2 Restrictions

The restrictions contained in Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Deed and each Mortgage or to the exercise by the Security Agent of its right to consolidate all or any of the security created by or pursuant to this Deed and each Mortgage with any other security in existence at any time or to its power of sale, which powers may be exercised by the Security Agent without notice to any Chargor on or at any time after the occurrence of a Declared Default (which is continuing).

15.3 Power of Leasing

The statutory powers of leasing may be exercised by the Security Agent at any time on or after the occurrence of a Declared Default and the Security Agent and any Receiver may make any lease or agreement for lease, accept surrenders of leases and grant options on such terms as it shall think fit, without the need to comply with any restrictions imposed by Sections 99 and 100 of the Law of Property Act 1925.

16. APPOINTMENT OF RECEIVER OR ADMINISTRATOR

16.1 Appointment and Removal

After the occurrence of a Declared Default or if a petition or application is presented for the making of an administration order in relation to a Chargor or if any person who is entitled to do so gives written notice of its intention to appoint an administrator of a Chargor or files such a notice with the court or if requested to do so by a Chargor, the Security Agent may by deed or otherwise (acting through an authorised officer of the Security Agent), without prior notice to the relevant Chargor:

- (a) appoint one or more persons to be a Receiver of the whole or any part of the Charged Property;
- (b) appoint two or more Receivers of separate parts of the Charged Property;
- (c) remove (so far as it is lawfully able) any Receiver so appointed;
- (d) appoint another person(s) as an additional or replacement Receivers); or
- (e) appoint one or more persons to be an administrator of the relevant Chargor.

16.2 Capacity of Receivers

Each person appointed to be a Receiver pursuant to Clause 16.1 (*Appointment and Removal*) shall be:

- (a) entitled to act individually or together with any other person appointed or substituted as Receiver;
- (b) for all purposes deemed to be the agent of the relevant Chargor which shall be solely responsible for his acts, defaults and liabilities (except where caused by his gross negligence or wilful default) and for the payment of his remuneration and no Receiver shall at any time act as agent for the Security Agent; and
- (c) entitled to remuneration for his services at a rate to be fixed by the Security Agent from time to time (without being limited to the maximum rate specified by the Law of Property Act 1925).

16.3 Statutory Powers of Appointment

The powers of appointment of a Receiver shall be in addition to all statutory and other powers of appointment of the Security Agent under the Law of Property Act 1925 (as extended by this Deed and each Mortgage) or otherwise and such powers shall remain exercisable from time to time by the Security Agent in respect of any part of the Charged Property.

16.4 Third Party Rights

Subject to Clause 1.4, notwithstanding that a Receiver is not a party to this Deed it should have the right to rely on every provision of this Deed given in its favour.

17. POWERS OF RECEIVER

Every Receiver shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up or dissolution of any Chargor) have and be entitled to exercise, in relation to the Charged Property (and any assets of any Chargor which, when got in, would be Charged Property) in respect of which he was appointed, and as varied and extended by the provisions of this Deed (in the name of or on behalf of the relevant Chargor or in his own name and, in each case, at the cost of the relevant Chargor):

- (a) all the powers conferred by the Law of Property Act 1925 on mortgagors and on mortgagees in possession and on receivers appointed under that Act;
- (b) all the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);

- (c) all the powers and rights of an absolute owner and power to do or omit to do anything which any Chargor itself could do or omit to do; and
- (d) the power to do all things (including bringing or defending proceedings in the name or on behalf of the relevant Chargor) which seem to the Receiver to be incidental or conducive to (a) any of the functions, powers, authorities or discretions conferred on or vested in him or (b) the exercise of the Collateral Rights (including realisation of all or any part of the Charged Property) or (c) bringing to his hands any assets of the relevant Chargor forming part of, or which when got in would be, Charged Property.

18. APPLICATION OF MONIES

All monies received or recovered by the Security Agent or any Receiver pursuant to this Deed and each Mortgage or the powers conferred by it shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the Law of Property Act 1925) be applied first in the payment of the costs, charges and expenses incurred and payments made by the Receiver, the payment of his remuneration and the discharge of any liabilities incurred by the Receiver in, or incidental to, the exercise of any of his powers, and thereafter shall be applied by the Security Agent (notwithstanding any purported appropriation by any Chargor) in accordance with clause 13 (*Application of Proceeds*) of the Intercreditor Agreement.

19. PROTECTION OF PURCHASERS

19.1 Consideration

The receipt of the Security Agent or any Receiver shall be conclusive discharge to a purchaser and, in making any sale or disposal of any of the Charged Property or making any acquisition, the Security Agent or any Receiver may do so for such consideration, in such manner and on such terms as it thinks fit (acting reasonably).

19.2 Protection of Purchasers

No purchaser or other person dealing with the Security Agent or any Receiver shall be bound to inquire whether the right of the Security Agent or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any propriety or regularity on the part of the Security Agent or such Receiver in such dealings.

20. POWER OF ATTORNEY

20.1 Appointment and Powers

Each Chargor by way of security irrevocably appoints the Security Agent and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable for:

- (a) carrying out any obligation imposed on any Chargor by this Deed or any other agreement binding on any Chargor to which the Security Agent is party (including the execution and delivery of any Mortgages, deeds, charges, assignments or other security and any transfers of the Charged Property); and
- (b) enabling the Security Agent and any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Deed

or any Mortgage or by law (including, after the occurrence of an Event of Default, the exercise of any right of a legal or beneficial owner of the Charged Property),

provided that in each case such powers may only be exercised by the Security Agent following the occurrence of a Declared Default or if the relevant Chargor has failed to comply with a written request from the Security Agent that the relevant Chargor perform any of its obligations under this Deed within 20 Business Days of such request.

20.2 Ratification

Each Chargor shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers.

21. EFFECTIVENESS OF SECURITY

21.1 Continuing Security

- (a) The Security created by or pursuant to this Deed and any Mortgage shall remain in full force and effect as a continuing security for the Secured Obligations unless and until discharged by the Security Agent.
- (b) No part of the security from time to time intended to be constituted by the Deed will be considered satisfied or discharged by any intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.

21.2 Cumulative Rights

The security created by or pursuant to this Deed and any Mortgage and the Collateral Rights shall be cumulative, in addition to and independent of every other security which the Security Agent or any Secured Party may at any time hold for the Secured Obligations or any other obligations or any rights, powers and remedies provided by law. No prior security held by the Security Agent (whether in its capacity as Security Agent or otherwise) or any of the other Secured Parties over the whole or any part of the Charged Property shall merge into the security constituted by this Deed and any Mortgage.

21.3 No Prejudice

The security created by or pursuant to this Deed and any Mortgage and the Collateral Rights shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to any Chargor or any other person, or the Security Agent (whether in its capacity as Security Agent or otherwise) or any of the other Secured Parties or by any variation of the terms of the trust upon which the Security Agent holds the security or by any other thing which might otherwise prejudice that security or any Collateral Right.

21.4 Remedies and Waivers

No failure on the part of the Security Agent to exercise, nor any delay on its part in exercising, any Collateral Right shall operate as a waiver of that Collateral Right or constitute an election to affirm this Deed or any Mortgage. No election to affirm this Deed or any Mortgage shall be effective unless it is in writing. No single or partial exercise of any Collateral Right shall preclude any further or other exercise of that or any other Collateral Right.

21.5 No Liability

None of the Security Agent, its nominee(s) or any Receiver shall be liable by reason of (a) taking any action permitted by this Deed or any Mortgage or (b) any neglect or default in connection with the Charged Property or (c) taking possession of or realising all or any part of the Charged Property, except in the case of gross negligence or wilful default upon its part.

21.6 Partial Invalidity

If, at any time, any provision of this Deed or any Mortgage is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Deed or any Mortgage nor of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby and, if any part of the security intended to be created by or pursuant to this Deed or any Mortgage is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the security.

21.7 Waiver of defences

The obligations of each Chargor under this Deed and each Mortgage and the Collateral Rights will not be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under this Deed and each Mortgage (without limitation and whether or not known to it or any Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person;
- (b) the release of any Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Obligor or any other person;
- (e) any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case however fundamental and of whatsoever nature, and whether or not more onerous) or replacement of a Finance Document or any other document or security or of the Secured Obligations;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security or of the Secured Obligations; or
- (g) any insolvency or similar proceedings.

21.8 Immediate recourse

Each Chargor waives any right it may have of first requiring any Finance Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from any Chargor under this Deed or any Mortgage. This

waiver applies irrespective of any law or any provision of this Deed to the contrary or any Mortgage.

21.9 Deferral of Rights

Until such time as the Secured Obligations have been discharged in full, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under this Deed or any Mortgage:

- (a) to be indemnified by any Obligor;
- (b) to claim any contribution from any guarantor of any Obligor's obligations under this Deed; and/or

to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Finance Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, this Deed by any Finance Party.

22. RELEASE OF SECURITY

22.1 Redemption of Security

Upon the Secured Obligations being discharged in full and none of the Secured Parties being under any further actual or contingent obligation to make advances or provide other financial accommodation to any Chargor or any other person under any of the Finance Documents, the Security Agent shall as soon as reasonably practicable, at the request and cost of the relevant Chargor, execute and do all such deeds, acts and things that may be necessary to release and cancel the security constituted by this Deed and procure the reassignment to the relevant Chargor of the property and assets assigned to the Security Agent pursuant to this Deed, in each case subject to Clause 22.2 (*Avoidance of Payments*) and without recourse to, or any representation or warranty by, the Security Agent or any of its nominees.

22.2 Avoidance of Payments

If the Security Agent, acting reasonably, considers that any amount paid or credited to any Finance Party is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws the liability of each Chargor under this Deed and the security constituted by this Deed shall continue and such amount shall not be considered to have been irrevocably paid.

23. SET-OFF

Each Chargor authorises the Security Agent (but the Security Agent shall not be obliged to exercise such right), after the occurrence of a Declared Default which is continuing, to set off against the Secured Obligations any amount or other obligation (contingent or otherwise) owing by the Security Agent to any Chargor and apply any credit balance to which any Chargor is entitled on any account with the Security Agent in accordance with Clause 18 (*Application of Monies*) (notwithstanding any specified maturity of any deposit standing to the credit of any such account).

24. SUBSEQUENT SECURITY INTERESTS

If the Security Agent (acting in its capacity as Security Agent or otherwise) or any of the other Secured Parties at any time receives or is deemed to have received notice of any subsequent Security affecting all or any part of the Charged Property or any assignment or transfer of the Charged Property which is prohibited by the terms of this Deed or any Mortgage or the Facilities Agreement, all payments thereafter by or on behalf of the relevant Chargor to the Security Agent (whether in its capacity as Security Agent or otherwise) or any of the other Secured Parties shall be treated as having been credited to a new account of the relevant Chargor and not as having been applied in reduction of the Secured Obligations as at the time when the Security Agent received such notice.

25. CURRENCY INDEMNITY

If any sum (a "Sum") owing by any Chargor under this Deed or any Mortgage or any order or judgment given or made in relation to this Deed or any Mortgage has to be converted from the currency (the "First Currency") in which such Sum is payable into another currency (the "Second Currency") for the purpose of:

- (a) making or filing a claim or proof against any Chargor;
- (b) obtaining an order or judgment in any court or other tribunal;
- (c) enforcing any order or judgment given or made in relation to this Deed or any Mortgage;
or
- (d) applying the Sum in satisfaction of any of the Secured Obligations,

each Chargor shall indemnify the Security Agent from and against any loss suffered or incurred as a direct result of any discrepancy between (a) the rate of exchange used for such purpose to convert such Sum from the First Currency into the Second Currency and (b) the rate or rates of exchange available to the Security Agent at the time of such receipt of such Sum.

26. ASSIGNMENT

The Security Agent may assign and transfer all or any of its rights and obligations under this Deed or any Mortgage. The Security Agent shall be entitled to disclose such information concerning any Chargor and this Deed or any Mortgage as the Security Agent reasonably considers appropriate to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by any applicable law.

27. NOTICES

27.1 Communications in Writing

Each communication to be made under or in connection with this Deed or any Mortgage shall be made in writing and, unless otherwise stated, shall be made by fax or letter.

27.2 Addresses

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with the Deed or any Mortgage is:

(a) in the case of a Chargor, that identified with its name below;

(b) in the case of the Security Agent, that identified with its name below,

or any substitute address, fax number, or department or officer as the Party may notify to the Agent pursuant to clause 37 (*Notices*) of the Facilities Agreement (or as the Agent may notify to the other Parties, if a change is made by the Agent) by not less than five Business Days' notice.

27.3 Delivery

Any communication or document made or delivered by one person to another under or in connection with this Deed or any Mortgage will only be effective if made in accordance with clause 37 (*Notices*) of the Facilities Agreement.

27.4 English language

(a) Any notice given under or in connection with this Deed and any Mortgage must be in English.

(b) All other documents provided under or in connection with this Deed and any Mortgage must be:

(i) in English; or

(ii) if not in English, and if so required by the Security Agent or Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

28. EXPENSES, STAMP TAXES AND INDEMNITY

28.1 Expenses

All cost and expenses in relation to or in connection with this Deed shall be payable in accordance with clause 22 (*Costs and Expenses*) of the Facilities Agreement.

28.2 Stamp Taxes and VAT

Arty stamp taxes or VAT in relation to or in connection with this Deed shall be payable in accordance with clause 18.7 (*Stamp taxes*) and clause 18.8 (*VAT*) respectively of the Facilities Agreement.

28.3 Indemnity

The provisions of clause 20.4 (*Indemnity to the Security Agent*) of the Facilities Agreement apply to *mutatis mutandis* to this Deed.

29. PAYMENTS FREE OF DEDUCTION

All payments to be made to the Security Agent under this Deed or any Mortgage shall be made free and clear of and without deduction for or on account of tax unless a Chargor is required to make such payment subject to the deduction or withholding of tax, in which case the sum payable by such Chargor in respect of which such deduction or withholding is required to be made shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the person on account of whose liability to tax such deduction or withholding has been made receives and retains (free from any liability in respect of any such deduction or withholding) a net sum equal to the sum which it would have received and so retained had no such deduction or withholding been made or required to be made.

30. DISCRETION AND DELEGATION

30.1 Discretion

Save as otherwise stated in this Deed or required under law, any liberty or power which may be exercised or any determination which may be made under this Deed or under any Mortgage by the Security Agent or any Receiver may, subject to the terms and conditions of the Intercreditor Agreement, this Deed and any Mortgage, be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

30.2 Delegation

Each of the Security Agent and any Receiver shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Deed (including the power of attorney) or any Mortgage on such terms and conditions as it shall see fit which delegation shall not preclude either the subsequent exercise of any subsequent delegation or any revocation of such power, authority or discretion by the Security Agent or the Receiver itself or on any subsequent delegation or revocation thereof.

31. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

32. JURISDICTION

32.1 English Courts

The courts of England have exclusive jurisdiction to settle any dispute (a "**Dispute**") arising out of, or in connection with this Deed or any Mortgage (including a dispute relating to 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).

32.2 Convenient Forum

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

32.3 Exclusive Jurisdiction

This Clause 32 is for the benefit of the Security Agent only. As a result and notwithstanding Clause 32.1 (*English Courts*), it does not prevent the Security Agent from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law the Security Agent may take concurrent proceedings in any number of jurisdictions.

THIS DEED has been signed on behalf of the Security Agent and executed as a deed by each Chargor and is delivered by it on the date specified above.

SCHEDULE 1
THE ORIGINAL CHARGORS

Name of Chargor	Registered Number
CIDRON (TBS) MIDCO LIMITED	07584267
CIDRON (TBS) II LIMITED	07579841
THE BINDING SITE CORPORATION LIMITED	06979672
NETTLETON GATE LIMITED	04171107
THE BINDING SITE GROUP LIMITED	05508774

SCHEDULE 2
DETAILS OF MATERIAL PROPERTY

No	Property	Proprietor	Land Registry title number
1.	150-year plus one day lease of 8 Calthorpe Road, Edgbaston, Birmingham	Nettleton Gate Limited	WM919510

SCHEDULE 3
FORMS OF NOTICE OF ASSIGNMENT

PART I

FORM OF NOTICE OF ASSIGNMENT OF INSURANCE

To: [Insurer]

Date: [_____]

Dear Sirs

We hereby give you notice that we have assigned to [SECURITY AGENT] (the "Security Agent") pursuant to a debenture entered into by us in favour of the Security Agent dated [*] July 2011 all our right, title and interest in and to the proceeds of [*insert details of relevant insurance policy*] (the "Policy of Insurance").

Following the Security Agent's notification to you that a Declared Default has occurred, we instruct you to:

1. make all payments and claims in excess of £500,000 under or arising from the Policy of Insurance to the Security Agent [*insert an account number if required*] or to its order as it may specify in writing from time to time;
2. note the interest of the Security Agent on the Policy of Insurance; and
3. disclose to the Security Agent, without further approval from us, such information regarding the Policy of Insurance as the Security Agent may from time to time request and to send it copies of all notices issued by you under the Policy of Insurance.

Following the Security Agent's notification to you that a Declared Default has occurred, all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Policy of Insurance (including all rights to compel performance) belong to and are exercisable by the Security Agent.

Please acknowledge receipt of this notice by signing the acknowledgement (substantially in the form of the attached) on the enclosed copy letter and returning the same to the Security Agent at [_____] marked for the attention of [_____].

Yours faithfully

.....
for and on behalf of
[CHARGOR]

[On copy only]

To: **SECURITY AGENT**

We acknowledge receipt of a notice in the terms set out above and confirm that we have not received notice of any previous assignments or charges of or over any of the rights, title and interests and benefits referred to in such notice and that we will comply with the terms of that notice.

We further confirm that no amendment or termination of the Policy of Insurance shall be effective unless we have given the Security Agent thirty days written notice thereof or if it is not possible to comply with such notification to the Security Agent in accordance with the provisions of the relevant Policy of Insurance, the notice will be provided to the Security Agent in relation to such termination as soon as possible.

For and on behalf of [_____]

By: [_____]

Dated:

PART II
FORM OF NOTICE OF ASSIGNMENT OF ACCOUNT
Part A

To: [Account Bank]

Date: [_____]

Dear Sirs

We hereby give you notice that by a fixed and floating security document dated [*] July 2011 (the "**Security Document**") we have assigned and charged to SECURITY AGENT (the "**Security Agent**") all of our right, title and interest in and to account number [____], account name [____], sort code [____] (including any renewal or redesignation of such account) and all monies standing to the credit of that account from time to time (the "**Account**").

You may deal with us in all respects in relation to the Accounts unless you receive notice to the contrary from us.

This letter and all non-contractual obligations arising out of or in connection with it are governed by and will be construed in accordance with the laws of England and Wales.

Would you please confirm your agreement to the above by sending the enclosed acknowledgement to the Security Agent with a copy to us.

Yours faithfully

.....
for and on behalf of
[CHARGOR]

[on copy only]

To: SECURITY AGENT

Date: [_____]

At the request of the Security Agent and [CHARGOR] we acknowledge receipt of the notice of assignment and charge, on the terms attached, in respect of the Account (as described in those terms).

We unconditionally and irrevocably waive all rights of set-off, lien, combination or consolidation of accounts, security in respect of any Accounts and similar rights (however described) which we may have now or in the future in respect of each of the Accounts or the balance thereon to the extent that such rights relate to amounts owed to us by the Chargor other than the amounts owed in connection with the operation of the Accounts referred to below:

Account Name[s]: [_____]

Sort Code[s]: [_____]

Account No[s]: [_____]

We confirm that we have not received notice of the interest of any third party in any of the Accounts.

This letter and all non-contractual obligations arising out of or in connection with it are to be governed by and will be construed in accordance with the laws of England and Wales.

For and on behalf of [_____]

By:

Part B

To: [Account Bank]

Date: [_____]

Dear Sirs

We hereby give you notice that we have assigned and charged to Security Agent (the "**Security Agent**") all of our right, title and interest in and to account number [_____] , account name [_____] (including any renewal or redesignation of such account) and all monies standing to the credit of that account from time to time (the "**Account**"),

With effect from the date of your receipt of this notice:

- (a) any existing payment instructions affecting the Account are to be terminated and all payments and communications in respect of the Account should be made to the Security Agent or to its order (with a copy to us).
- (b) all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Account belong to the Security Agent.

Please accept this notice by signing the enclosed acknowledgement and returning it to the Security Agent at [_____] marked for the attention of [_____].

Yours faithfully

.....
for and on behalf of
[CHARGOR]

[on copy only]

To: Security Agent

Date: [_____]

At the request of the Security Agent and [CHARGOR] we acknowledge receipt of the notice of assignment and charge, on the terms attached, in respect of the Account (as described in those terms).

We confirm that:

- (a) the balance standing to the Account at today's date is [_____], no fees or periodic charges are payable in respect of the Account and there are no restrictions on (a) the payment of the credit balance on the Account or (b) the assignment of the Account to the Security Agent or any third party;
- (b) we have not received notice of any previous assignments of, charges over or trusts in respect of, the Account and we will not, without the Security Agent's consent (a) exercise any right of combination, consolidation or set-off which we may have in respect of the Account or (b) amend or vary any rights attaching to the Account; and
- (c) we will act only in accordance with the instructions given by persons authorised by the Security Agent and we shall send all statements and other notices given by us relating to the Account to the Security Agent.

For and on behalf of [_____]

By:

Part C
Form of Notice of Assignment of Specific Contract

To: [_____]

Date: [_____]

Dear Sirs

We hereby give you notice that we have assigned to SECURITY AGENT ("Security Agent") pursuant to a debenture entered into by us in favour of the Security Agent dated [_____] all our right, title and interest in and to [details of contract] (the "Contract") including all monies which may be payable in respect of the Contract.

Following the Security Agent's notification to you that a Declared Default has occurred:

2. all payments by you to us under or arising from the Contract should be made to the Security Agent or to its order as it may specify in writing from time to time [details of the account into which sums are to be paid may be included];
3. all remedies provided for in the Contract or available at law or in equity are exercisable by the Security Agent;
4. all rights to compel performance of the Contract are exercisable by the Security Agent although we shall remain liable to perform all the obligations assumed by us under the Contract;
5. all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Contract belong to the Security Agent and no changes may be made to the terms of the Contract nor may the Contract be terminated without the Security Agent's consent; and
6. you are authorised and instructed, without requiring further approval from us, to provide the Security Agent with such information relating to the Contract as it may from time to time request and to send it copies of all notices issued by you under the Contract to the Security Agent as well as to us.

These instructions may not be revoked, nor may the terms of the Contract be amended, varied or waived save as permitted under the Facilities Agreement without the prior written consent of the Security Agent.

Please acknowledge receipt of this notice by signing the acknowledgement (substantially in the form of the attached) on the enclosed copy letter and returning it to the Security Agent at [_____] marked for the attention of [_____].

Yours faithfully

.....
for and on behalf of
[CHARGOR]

On copy only:

To: SECURITY AGENT

We acknowledge receipt of a notice in the terms set out above and confirm that we have not received notice of any previous assignments or charges of or over any of the rights, interests and benefits in and to the Contract and that we will comply with the terms of that notice.

We further confirm that:

- (a) no amendment, waiver or release of any of such rights, interests and benefits shall be effective without the prior written consent of the Security Agent save as permitted pursuant to the Facilities Agreement;
- (b) no termination of such rights, interests or benefits shall be effective unless we have given the Security Agent thirty days written notice of the proposed termination (or if notice is not possible within that period, as soon as possible), specifying the action necessary to avoid such termination; and
- (c) no breach or default on the part of [CHARGOR] of any of the terms of the Contract shall be deemed to have occurred unless we have given notice of such breach to the Security Agent specifying how to make good such breach.

For and on behalf of [_____]

By:

Dated:

SCHEDULE 4
FORM OF MORTGAGE

DATED [_____]

[CHARGOR]
AND
[SECURITY AGENT]

MORTGAGE

THIS DEED is dated [] BETWEEN:

- (1) [] registered in [England and Wales] with company number [] (the "Chargor"); and
- (2) [SECURITY AGENT] as security agent (the "Security Agent").

BACKGROUND:

It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. DEFINITIONS

In this Deed:

"Mortgaged Property" means:

- (a) the property specified in Schedule 1 (*Details of Mortgaged Property*); and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property (for the avoidance of doubt, not including any landlord's fixtures or fittings), and includes all Related Rights.

"Related Rights" means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset; and
- (d) any monies and proceeds paid or payable in respect of that asset.

2. Fixed Security

The Chargor charges with full title guarantee in favour of the Security Agent as continuing security for the payment and discharge of the Secured Obligations, by way of first legal mortgage all the Company's right, title and interest from time to time in the Mortgaged Property.

3. Application to the Land Registry

The Chargor consents to an application being made to the Land Registry to enter the following restriction in the Proprietorship register of any property which is, or is required to be, registered forming part of the Mortgaged 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 the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of [chargee] referred to in the charges register [or their conveyancer]."

4. Further Advances

- 4.1 Each Lender is under an obligation to make further Advances to the Chargor and that obligation will be deemed to be incorporated into this Mortgage as if set out in this Mortgage.
- 4.2 The Chargor hereby consents to an application being made to the Land Registry to enter the obligation to make further Advances on the Charges register of any registered land forming part of the Mortgaged Property.

5. Release of Security

5.1 Redemption of Security

Upon the Secured Obligations being discharged in full and none of the Secured Parties being under any further actual or contingent obligation to make advances or provide other financial accommodation to the Chargor or any other person under any agreement between the Security Agent and the Chargor, the Security Agent shall as soon as reasonably practicable, at the request and cost of the Chargor, execute and do all such deeds, acts and things that may be necessary to release and cancel the security constituted by this Mortgage and procure the reassignment to the Chargor of the property and assets assigned to the Security Agent pursuant to this Mortgage, in each case subject to Clause 5.2 (*Avoidance of Payments*) and without recourse to, or any representation or warranty by, the Security Agent or any of its nominees.

5.2 Avoidance of Payments

If the Security Agent, acting reasonably, considers that any amount paid or credited to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of the Chargor under this Mortgage and the security constituted hereby shall continue and such amount shall not be considered to have been irrevocably paid.

6. Third Party Rights

A person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.

7. Governing Law

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

8. Counterparts

This Deed may be executed in any number of counterparts, each of which shall be deemed an original and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed. Any party may enter into this Mortgage by signing any such counterpart.

THIS DEED has been entered into as a deed on the date stated at the beginning of this Deed.

SCHEDULE 1
Details of Mortgage Property

Description of Property	Title Number
<input type="text"/>	<input type="text"/>

SCHEDULE 5
FORM OF ACCESSION DEED

To: [SECURITY AGENT] as Security Agent

THIS DEED is made on [insert date] by [insert name of company and registration number] (the "New Chargor") in relation to the fixed and floating security document (the "Security Document") dated [*] July 2011 entered into by the Chargors (as defined therein) in favour of [] as chargee.

Terms defined in the Security Document shall have the same meanings when used in this Deed.

The New Chargor hereby confirms that, as from the date of this Deed, it intends to be a party to the Security Document as a Chargor, undertakes to perform all the obligations expressed in the Security Document to be assumed by a Chargor and agrees that it shall be bound by all the provisions of the Security Document, as if it had been an original party to the Debenture.

Details of certain of the assets of the New Chargor which are subject to the security constituted by the Security Document are set out in the Schedules to this Deed.

This Deed shall be governed by and construed in accordance with English law. This Deed is a Finance Document.

EXECUTED as a DEED

[INSERT NAME OF COMPANY]

By:)
as its duly authorised attorney,)
in the presence of)

..... Signature of witness

..... Name of witness

..... Address of witness

.....

.....

..... Occupation of witness

Address:

Fax:

The Security Agent

[INSERT NAME OF SECURITY AGENT]

By:

Address:

Fax:

Attention:

SCHEDULE 1
Material Property

[]

SCHEDULE 2
Shares

[]

SCHEDULE 3
Specific Contracts

[]

SCHEDULE 4
Accounts

[]

SCHEDULE 5
Insurance Policies

[]

SCHEDULE 6
Registered Intellectual Property

[]

SCHEDULE 7
Monetary Claims

[]

SCHEDULE 8
Tangible Moveable Property

[]

SCHEDULE 9
Investments

[]

SCHEDULE 6
REGISTERED INTELLECTUAL PROPERTY

IP Patents

Informal title	Formal title	Country	Filed	Application	Applicant	Status
Tolerising		EP	30/10/96	96935109.7	The Binding Site Group Limited	Granted EP 0862584
Tolerising		UK	30/10/96	96935109.7	The Binding Site Group Limited	Granted
Tolerising		France	30/10/96	96935109.7	The Binding Site Group Limited	Granted
Tolerising		Germany	30/10/96	96935109.7	The Binding Site Group Limited	Granted
Tolerising		Italy	30/10/96	96935109.7	The Binding Site Group Limited	Granted
Tolerising		Spain	30/10/96	96935109.7	The Binding Site Group Limited	Granted
Tolerising		The Netherlands	30/10/96	96935109.7	The Binding Site Group Limited	Granted
Tolerising		Belgium	30/10/96	96935109.7	The Binding Site Group Limited	Granted
Tolerising		Japan	30/10/96	H9-517955	The Binding Site Group Limited	Granted JP 4053596
Tolerising		USA	30/10/96	741 822	The Binding Site Group Limited	Pending

Infection Prognosis Assay "Combylite"	Infection Prognostic	PCT	04/02/11	PCT/GB2011/050197	The Binding Site Group Limited	Pending
Cancer Prognosis Assay "Combylite"	Cancer Prognosis Assay	PCT	04/02/11	PCT/GB2011/050193	The Binding Site Group Limited	Pending
Progressive Renal Failure "Combylite"	Progressive Renal Failure	GB	02/03/10	1003485.8	The Binding Site Group Limited	Pending
Progressive Renal Failure "Combylite"	Progressive Renal Failure	PCT	03//03/11	PCT/GB2011/050919	The Binding Site Group Limited	Pending
Biomarker "Combylite"	Liver Prognostic Assay	PCT	16/03/11	PCT/GB2011/050578	The Binding Site Group Limited	Pending
Capillary Zone Electrophoresis	Assay	PCT	02/06/11	PCT/GB2011/051044	The Binding Site Group Limited	Pending
Competition Assay	Competition Assay	GB	19/07/10	1012049.1	The Binding Site Group Limited	Pending
Improved Bead Coatings	Coated Beads	GB	27/10/10	1018096.6	The Binding Site Group Limited	Pending

Improved Tolerisation Process (SIgA)	Antibodies	GB	07/12/10	1020751.2	The Binding Site Group Limited	Pending
C2 Assay Complement Protein Assay	Complement Protein Assay	GB	08/12/10	1020821.3	The Binding Site Group Limited	Pending

Trademarks

Country	Mark No.	Appln No	Appln Date	Reg No	Reg Date	Renewal date	Class	Goods
UK	BIND A RID/BINDARID (series of 2)	1527910	23/02/1993	1527910	10/06/1994	23/02/2020	1,5	Class 1 - Biological reagents included in Class 1. Class 5 - Antibodies in an agarose gel coated onto plastic plates; calibrating solutions; diluents; all for use in medical diagnosis and all for sale in kit form; all included in Class 6
UK	MINIFIX	B1575910	17/06/1994	1575910	17/11/1995	17/06/2011	10	Diagnostic apparatus sold in kit form; diagnostic apparatus for electrophoresis testing, for immunological testing and for laboratory testing on blood or body fluids or extracts from blood or body fluids, all being in kit form; parts and fittings for all the aforesaid goods; masks, all for applying diagnostic product agents, preparations and substances; all included in Class 10.
UK	MININEPH/ MINI NEPH (Series of 2)	2055607	07/02/1996	2055607	19/02/1999	07/02/2016	1,5,9	Class 1 - Reagents for scientific, clinical, medical or research use; diagnostic and/or biological

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Country	Mark No.	Appin No	Appin Date	Reg No	Reg Date	Renewal date	Class	Goods
								reagents for scientific, clinical, medical or research use; all included in Class 1; all for use with a nephelometer; all for use in the preparation or analysis of nephelometer samples, none being pharmaceutical products. Class 5 -Reagents for clinical or medical use; calibrating solutions; dilutents; control samples; stopping reagents; diagnostic products, agents, preparations and substances; reagents; antibodies; parts and fittings for all the aforesaid goods; all for diagnostic use and all sold in kit form; all included in Class 5; all for use with a nephelometer, all for use in the preparation or analysis of nephelometer samples, none being pharmaceutical products. Class 9 - Scientific and laboratory apparatus and instruments; apparatus for determining particle size and/or size distribution; apparatus for measuring the concentration of particles; or a substance; in a liquid; light-

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Country	Mark No.	Appin No	Appin Date	Reg No	Reg Date	Renewal date	Class	Goods
								scattering apparatus and instruments; sample analysing apparatus and instruments; computer software, machine readable data carriers.
UK	NANORID	B1527912	23/02/1993	1527912	28/10/1994	23/02/2020	1,5	Class 1 - Biological reagents for use in radial immunodiffusion; all included in Class 1. Class 5 - Diagnostic preparations, all for use in connection with radial: immunodiffusion, all for sale in kit form; all included in Class 5.
CTM	FREE LITE	1769082	21/07/2000	1769082	17/09/2001	21/07/2020	1,5	Class 1 - Reagents for scientific; clinical or research use; diagnostic and biological reagents for scientific, clinical or research use Class ~ Diagnostic kits; immunological test kits; calibrating solutions; diluents; control samples; diagnostic products, agents; preparations and substances; antibodies; reagents for medical use; diagnostic and biological reagents for medical use.
CTM	FREE LITE and Logo	7428915	28/11/2008	7428915	16/06/2009	28/11/2018	1.5	Class 1 - Reagents for scientific, clinical or research use;

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Country	Mark No.	Appln No	Appln Date	Reg No	Reg Date	Renewal date	Class	Goods
								diagnostic, and biological reagents for scientific, clinical or research use. Class 5 - Diagnostic kits; immunological test kits; calibrating solutions; dilutants; control samples; diagnostic products, agents, preparations and substances; antibodies; reagents for medical use; diagnostic and biological reagents for medical use.
CTM	HEVYLITE and Logo	7428964	28/11/2008	7428964	28/11/08	28/11/18	1,5	Class 1 - Diagnostic and/or biological reagents for scientific, clinical, medical or research use. Class 5 - Diagnostic kits; immunological test kits; reagents; diagnostic and biological reagents for medical use.
CTM	HEVYLITE	4986238	15/03/2006	4986238	11/04/2007	15/03/2016	1,5	Class 1 - Diagnostic and/or biological reagents for scientific; clinical, medical or research use. Class 5 - Diagnostic kits; immunological test kits; reagents; diagnostic and biological reagents for medical use.
CTN	COMBYLITE	9047994	22/04/2010	9047994	12/10/10	22/04/20	1,5	Class 1 - Reagents, diagnostic

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Country	Mark No.	Appln No	Appln Date	Reg No	Reg Date	Renewal date	Class	Goods
								reagents, biological reagents, histology reagents, enzyme immunoassay reagents, antigen substrates, and antibodies for scientific research use; and test kits comprised of reagents, buffers, calibrators, diluents, antibodies, antigen substrates, conjugates, stopping solutions, and/or antisera for scientific and research use using blood, body fluids, body tissues or extracts thereof. Class 5- Calibrating solutions, diluents, control samples, reagents, antibodies, antigen substrates, conjugates, stopping solutions, immunofluorescence reagents, histology reagents, enzyme immunoassay reagents and general purpose reagents for medical and veterinary diagnostic and clinical use; and diagnostic and immunological test kits consisting of reagents, controls, buffers, calibrators, diluents, antibodies, antigen substrates, conjugates, stopping solutions,

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Country	Mark No.	Appin No	Appin Date	Reg No	Reg Date	Renewal date	Class	Goods
								. and/or antisera, all for use in measuring the concentration of proteins, antibodies, antigens and other substances in blood, other body tissues, or extracts thereof; for use in diagnosis, treatment, cure prevention or mitigation of diseases and other conditions in human and animals.
CTM	THE BINDING SITE	10769	01/04/1996	10769	10/11/1998	01/04/2016	1,5,9	Class 1 - Reagents for scientific, clinical or research use; diagnostic and biological reagents for scientific, clinical or research use; all included in Class 1. Class 5 - Diagnostic kits; immunological test kits; test kits for electrophoresis tests; kits for laboratory, medical, scientific or research tests on blood or body fluids or extracts from blood or body fluids; calibrating solutions; diluents; control samples; stopping reagents; diagnostic products, agents, preparations and substances; reagents; antibodies; antibodies on agarose gel coated onto plastic plates; masks for applying diagnostic agents;

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Country	Mark No.	Appln No	Appln Date	Reg No	Reg Date	Renewal date	Class	Goods
								dipstick test kits; dipsticks; reagents for medical use; diagnostic and biological reagents for medical use; parts and fittings for all the aforesaid goods. Class 9 - Scientific and laboratory apparatus and instruments; apparatus and instruments for clinical, laboratory or research use; measuring apparatus; diagnostic apparatus; apparatus and instruments for electrophoresis; apparatus and instruments for radial immunodiffusion; apparatus for determining particle size and/or size distribution; apparatus for measuring the concentration of particles, or a substance, in a liquid; light-scattering apparatus and instruments; sample analysing apparatus and instruments; incubators, computer software; machine readable data carriers.
CTM	THE BINDING SITE Logo	10751	01/04/1996	10751	29/03/1999	01/04/2016	1,5,9	Class 1 - Reagents for scientific, clinical or research use; diagnostic and biological reagents for scientific, clinical or research use;

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Country	Mark No.	Appln No	Appln Date	Reg No	Reg Date	Renewal date	Class	Goods
								<p>all included in Class 1.</p> <p>Class 5 - Diagnostic kits; immunological test kits; test kits for electrophoresis tests; kits for laboratory, medical, scientific or research tests on blood or body fluids or extracts from blood or body fluids; calibrating solutions; dilutents; control samples; stopping reagents; diagnostic products, agents, preparations and substances; reagents; antibodies; antibodies on agarose gel coated onto plastic plates; masks for applying diagnostic agents; dipstick test kits; dipsticks; reagents for medical use; diagnostic and biological reagents for medical use; parts and fittings for all the aforesaid goods.</p> <p>Class 9 --Scientific and laboratory apparatus and instruments; apparatus and instruments for clinical, laboratory or research use; measuring apparatus; diagnostic apparatus; apparatus and instruments for electrophoresis; apparatus and</p>

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Country	Mark No.	Appln No	Appln Date	Reg No	Reg Date	Renewal date	Class	Goods
CTM	VACCZYME	4985552	14/03/2006	4985552	20/04/2007	14/03/2016	1,5	instruments for radial immunodiffusion; apparatus for determining particle size and/or size distribution; apparatus for measuring the concentration of particles, or a substance, in a liquid; light-scattering apparatus and instruments; sample analysing apparatus and instruments; incubators; computer software; machine readable data carriers. Class 1 - Reagents for scientific or research use; diagnostic and biological reagents for scientific or research use; immunoassays; EIA assays; kits for laboratory, scientific or research tests on blood or body fluids or extracts from body fluids. Class 5 - immunoassays; EIA assays; diagnostic kits; immunological tests kits; test kits for electrophoresis tests; kits for medical tests on blood or body fluids or extracts from blood or body fluids; calibrating solutions; diluents, control samples,

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Country	Mark No.	Appln No	Appln Date	Reg No	Reg Date	Renewal date	Class	Goods
								stopping reagents; diagnostic products, agents, preparations and substances, reagents, antibodies; all for medical use; reagents for clinical and medical use; diagnostic and biological reagents for clinical and medical use.
USA	BIND A RID	74144435	04/03/1991	1751743	09/02/1993	09/02/2003	1,5	Class 1 - Diagnostic reagents for scientific or research use. Class 5 - Diagnostic reagents for clinical or medical laboratory use.
USA	FREELITE	78017010	17/07/2000	2534974	Published: 05/06/2001	05/06/2011	1,5	Class 1 - Reagents, diagnostic reagents, biological reagents, histology reagents, enzyme radioimmunoassay reagents; immunoassay reagents, antigen substrates and antibodies for scientific research use; and test kits comprised of reagents, buffers; calibrators; diluents, antibodies; antigen substrates, conjugates, stopping solutions, antisera and/or dropper bottles for scientific and research use using blood, body fluids; body tissues or extracts thereof.

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Country	Mark No.	Appin No	Appin Date	Reg No	Reg Date	Renewal date	Class	Goods
								Class 5 - Calibrating solutions, diluents, control samples, reagents, antibodies; antigen substrates, conjugates, stopping solutions, immunofluorescence reagents, histology reagents, enzyme immunoassay reagents and general purpose reagents for medical and veterinary diagnostic and clinical use; and diagnostic and immunological test kits consisting of reagents, controls, buffers, calibrators, diluents, antibodies, antigen substrates, conjugates, stopping solutions, antisera and/or dropper bottles, all for use in measuring the concentration of proteins, antibodies, antigens and other substances in blood, other body fluids and body tissues, or extracts thereof, for use in the diagnosis, treatment, cure, prevention or mitigation of diseases and other conditions in humans and animals.
USA	HEVYLITE	78853298	04/04/2006	3776368	13/04/2010			Class 1 - Biochemicals, namely, monoclonal antibodies for in vitro

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Country	Mark No.	Appln No	Appln Date	Reg No	Reg Date	Renewal date	Class	Goods
								<p>scientific or research use; Chemicals, namely, buffer and standard solutions used in analytical chemistry; Diagnostic preparations for scientific or research use; Diagnostic preparations for scientific use; Diagnostic preparations used in science; Reagent for chemical analyses; Reagents for research purposes; Reagents for scientific or medical research use; Reagents for use in scientific apparatus for chemical or biological analysis. Class 5- Biological and chemical preparations and reagents for medical or veterinary use; Clinical medical reagents; Diagnostic preparations for clinical or medical laboratory use; Diagnostic preparations for medical and veterinary use; Diagnostic reagents for clinical or medical laboratory use; Diagnostic reagents for in vitro use in biochemistry, clinical chemistry and microbiology. -Diagnostic</p>

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Country	Mark No.	Appln No	Appln Date	Reg No	Reg Date	Renewal date	Class	Goods
								reagents for medicinal use; Medical diagnostic reagents; Medical diagnostic reagents and assays for testing of body fluids; Reagents and media for medical and veterinary diagnostic purposes; Reagents for medical use.
USA	IMPROVE	74189905	30/07/1991	1772619	18/05/1993	?	42	Quality assurance programme for clinical laboratory proficiency testing of proteins in body fluids.
USA	MINIFIX	74544634	01/07/1994	2059638	06/05/1997	06/05/2017	5	Medical diagnostic kits for use in electrophoresis, immunology and serology, consisting primarily of extracts from blood or body fluids; control solutions indicative of a positive result; buffer solutions for diluting samples and/or reagents; reagents, blood reagents; electrophoretic gels; protein stain; for visualising results; antisera for precipitating specific proteins; fixative for precipitating all proteins; templates for controlling the application of samples and/or antisera; blotting paper and blotting tissues for removing

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Country	Mark No.	Appin No	Appin Date	Reg No	Reg Date	Renewal date	Class	Goods
USA	MININEPH	75059385	20/02/1996	2410918	05/12/2000	05/12/2010	5	Diagnostic test kits consisting primarily of one or more of the following - reagents; controls, buffers, calibrators, diluents, antibodies, substrates, conjugates, stopping solutions, antisera, and/or dropper bottles, all for use in measuring the concentration of proteins, antibodies, antigens and other substances in body fluids for use in the diagnosis, treatment, prevention, cure and mitigation of diseases and other conditions in humans; and reagents, controls, buffers, calibrators; diluents, antibodies, substrates, conjugates, stopping solutions, antisera, dropper bottles, all, for use in measuring the concentration of proteins, antibodies; antigens and other substances in body fluids for use in the diagnosis, treatment, prevention, cure and mitigation of diseases and other conditions in humans.
USA	MININEPH	75977003	20/02/1996	2155831	05/05/1998	05/05/2018	1,9	Class 1 - Reagents for scientific

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Country	Mark No.	AppIn No	AppIn Date	Reg No	Reg Date	Renewal date	Class	Goods
								research use and antibodies for use in in vitro scientific research. Class 9 - Blank magnetic data carriers; computer software for use in data manipulation and instrument control for use in measuring the concentration of proteins, antibodies, antigens and other substances in body fluids for use in the diagnosis, treatment, prevention, cure and mitigation of diseases and other conditions in humans; and nephelometers for use in measuring the concentration of proteins, antibodies, antigens and other substances in body fluids for use in the diagnosis, treatment, prevention, cure and mitigation of diseases and other conditions in humans.
USA	NANORID	74158348	18/04/1991	1809814	07/12/1993	07/12/2013	1,5	Class 1 - Diagnostic kits comprised of diagnostic preparations and/or biological reagents for scientific or research uses. Class 5 - Kits comprised of diagnostic reagents for clinical or

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Country	Mark No.	AppIn No	AppIn Date	Reg No	Reg Date	Renewal date	Class	Goods
USA	POLYMICA	75980084	22/01/1999	2478649	14/08/2001	14/08/2011	1	Reagents, diagnostic reagents, biological reagents, histology reagents, enzyme radioimmunoassay reagents, immunoassay reagents, and antibodies for scientific research use; and test kits comprised of reagents, buffers, calibrators, diluents, antibodies, antigens substrates, conjugates, stopping solutions, antisera, and/or dropper bottles for scientific and research use using blood, body fluids, body tissues or extracts thereof.
USA	SPA PLUS	78971240	11/09/2006	3358090	18/12/2007	18/12/2017	9,10	Class 9 - Apparatus for testing gas, liquids and solids; and electronic apparatus for electrophysiological measurement and testing of cells Class 10 - Medical diagnostic apparatus and instruments for the diagnosis, treatment and cure of diseases in humans, namely, multiple myeloma, lymphocytic neoplasms, Waldenstrom's macroglobulinemia, amyloidosis,

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Country	Mark No.	Appin No	Appin Date	Reg No	Reg Date	Renewal date	Class	Goods
								light chain deposition diseases and connective tissues diseases, namely, systemic lupus erythematosus; apparatus for blood analysis; apparatus for clinical diagnosis; apparatus used in implementing diagnostic tests designed to detect abnormalities in blood, serum and urine, namely, automated clinical analyzers based on colorimetric and turbidimetric measurements, diluents, reagents, calibrators, and control serum; and medical diagnostic apparatus and analytical apparatus for medical purposes.
USA	THE BINDING SITE (Logo – in colour)	77331874	16/11/2007	3479719	05/08/2008	05/08/2018	1,5, 9,10	Please see attached.
USA	THE BINDING SITE (Logo)	74617577	03/01/1995	2053840	22/04/1997	22/04/2017	5,9	Class 5 - Diagnostic kits comprised of diagnostic reagents for laboratory use, calibrators, reagent plates, buffered solutions, diluent solutions, and serum. Class 9 - House mark for a complete line of scientific

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Country	Mark No.	Appin No	Appin Date	Reg No	Reg Date	Renewal date	Class	Goods
								instruments for laboratory use in diagnostic tests for humans and animals.
USA	THE BINDING SITE	74617549	03/01/1995	2031446	21/01/1997	21/01/2017	5, 10	Class 5 - Diagnostic kits comprised of diagnostic reagents for laboratory use, calibrators, reagent plates, buffered solutions, diluent solutions, and serum. Class 10 - House mark for a complete line of scientific instruments for use in laboratory research and diagnostic tests for humans and animals.
Canada	THE BINDING SITE (Logo)	1422964	23/12/2008	TMA 771025	03/06/2010			(1) Diagnostic kits comprised of diagnostic reagents for laboratory use, calibrators, reagent plates, buffered solutions, diluent solutions, and serum; test kits comprised of reagents, buffers, calibrators, diluents, antibodies, antigen substrates, conjugates, stopping solutions, antisera and dropper bottles for scientific and research use using blood, body fluids, body tissues and extracts thereof; biochemicals, namely, monoclonal antibodies for in vitro

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Country	Mark No.	Appin No	Appin Date	Reg No	Reg Date	Renewal date	Class	Goods
								<p>scientific and research use; Chemicals, namely, buffer and standard solutions used in analytical chemistry; Diagnostic reagents for in vitro use in biochemistry. clinical chemistry and microbiology; Reagents for chemical analyses; Reagents for research purposes; Reagents for scientific and medical research use; electrophoresis gels other than for medical and veterinary purposes; Calibrating solutions, diluent, control samples, reagents, antibodies, antigen substrates, conjugates, stopping solutions, immunofluorescence reagents, histology reagents, enzyme immunoassay reagents and general purpose reagents for medical and veterinary diagnostic and clinical use; diagnostic and immunological test kits consisting of reagents, controls, buffers, calibrators, diluents, antibodies, antigen substrates, conjugates, stopping solutions, antisera and dropper bottles, all for use in</p>

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Country	Mark No.	AppIn No	AppIn Date	Reg No	Reg Date	Renewal date	Class	Goods
								measuring the concentration of proteins, antibodies, antigens and other substances in blood, other body fluids and body tissues and extracts thereof, for use in the diagnosis, treatment, cure, prevention and mitigation of diseases and other conditions in humans and animals; Clinical medical reagents; Diagnostic preparations for clinical and medical laboratory use; medical diagnostic kits for use in electrophoresis. immunology and serology, consisting primarily of extracts from blood and body fluids; control solutions indicative of a positive result for medical use; buffer solutions for diluting samples and reagents for medical use; electrophoretic gels for medical purposes; protein stain, for visualizing results for medical purposes; antisera for precipitating specific proteins, for medical purposes; fixatives for precipitating proteins for medical purposes; templates for controlling the

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Country	Mark No.	Appin No	Appin Date	Reg No	Reg Date	Renewal date	Class	Goods
								<p>application of samples and antisera for medical purposes; blotting paper and blotting tissues for removing excess liquid for gels for medical purposes; computer software for use in data manipulation and instrument control for use in measuring the concentration of proteins, antibodies, antigens and other substances in body fluids for use in the diagnosis, treatment, prevention, cure and mitigation of diseases and other conditions in humans; nephelometers for use in measuring the concentration of proteins, antibodies, antigens and other substances in body fluids for use in the diagnosis, treatment, prevention, cure and mitigation of diseases and other conditions in humans; electronic and computerized radial immunodiffusion plate readers; electrophoresis tank and power supply, for laboratory use; gel presses for pressing and drying gels; laboratory equipment,</p>

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Country	Mark No.	Appln No	Appln Date	Reg No	Reg Date	Renewal date	Class	Goods
								namely, incubators; and apparatus used in implementing diagnostic tests designed to detect abnormalities in blood, serum and urine, namely, automated clinical analyzers based on colorimetric and turbidmetric measurements, and diluents, reagents, calibrators, and control serum.
Canada	THE BINDING SITE	1422963	23/12/2008	TMA 763453	07/04/2010			(1) Diagnostic kits comprised of diagnostic reagents for laboratory use, calibrators, reagent plates, buffered solutions, diluent solutions, and SITE serum; test kits comprised of reagents, buffers, calibrators, diluents, antibodies, antigen substrates, conjugates, stopping solutions, antisera and dropper bottles for scientific and research use using blood, body fluids, body tissues and extracts thereof; biochemicals, namely, monoclonal antibodies for in vitro scientific and research use; Chemicals, namely, buffer and standard solutions used in analytical chemistry; Diagnostic reagents for in vitro use in

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Country	Mark No.	Appln No	Appln Date	Reg No	Reg Date	Renewal date	Class	Goods
								biochemistry, clinical chemistry and microbiology; Reagents for chemical analyses; Reagents for research purposes; Reagents for scientific and medical research use; electrophoresis gels other than for medical and veterinary purposes; Calibrating solutions, diluents, control samples, reagents, antibodies, antigen substrates, conjugates, stopping solutions, immunofluorescence reagents, histology reagents, enzyme immunoassay reagents and general purpose reagents for medical and veterinary diagnostic and clinical use; diagnostic and immunological test kits consisting of reagents, controls, buffers, calibrators, diluents, antibodies, antigen substrates, conjugates, stopping solutions, antisera and dropper bottles, all for use in measuring the concentration of proteins, antibodies, antigens and other substances in blood, other body fluids and body tissues and extracts thereof, for use in the

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Country	Mark No.	AppIn No	AppIn Date	Reg No	Reg Date	Renewal date	Class	Goods
								diagnosis, treatment, cure, prevention and mitigation of diseases arla other conditions in humans and animals; Clinical medical reagents; Diagnostic preparations for clinical and medical laboratory use; medical diagnostic kits for use in electrophoresis, immunology and serology, consisting primarily of extracts from blood and body fluids; control solutions indicative of a positive result for medical use; buffer solutions for diluting samples and reagents for medical use; electrophoretic gels for medical purposes; protein stain, for visualizing results for medical purposes; antisera for precipitating specific proteins, for medical purposes; fixatives for precipitating proteins for medical purposes; templates for controlling the application of samples and antisera for medical purposes; blotting paper and blotting tissues for removing excess liquid for gels for medical purposes; computer

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Country	Mark No.	Appln No	Appln Date	Reg No	Reg Date	Renewal date	Class	Goods
								software for use in data manipulation and instrument control for use in measuring the concentration of proteins, antibodies, antigens and other substances in body fluids for use in the diagnosis, treatment, prevention, cure and mitigation of diseases and other conditions in humans; nephelometers for use in measuring the concentration of proteins, antibodies, antigens and other substances in body fluids for use in the diagnosis, treatment, prevention, cure and mitigation of diseases and other conditions in humans; electronic and computerized radial immunodiffusion plate readers; electrophoresis tank and power supply, for laboratory use; gel presses for pressing and drying gels; laboratory equipment, namely, incubators; and apparatus used in implementing diagnostic tests designed to detect abnormalities in blood, serum and urine, namely, automated clinical

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Country	Mark No.	AppIn No	AppIn Date	Reg No	Reg Date	Renewal date	Class	Goods
								analyzers based on colorimetric and turbidimetric measurements, diluents, reagents, calibrators, and control serum.

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Class 1 - Diagnostic kits comprised of diagnostic reagents for laboratory use, calibrators, reagent plates, buffered solutions, diluent solutions, and serum; Reagents, diagnostic reagents, biological reagents, histology reagents, enzyme radioimmunoassay reagents, immunoassay reagents, antigen substrates, and antibodies for scientific research use; and test kits comprised of reagents, buffers, calibrators, diluents, antibodies, antigen substrates, conjugates, stopping solutions, antisera and/or dropper bottles for scientific and research use using blood, body fluids, body tissues or extracts thereof; Biochemicals, namely, monoclonal antibodies for in vitro scientific or research use; Chemicals, namely, buffer and standard solutions used in analytical chemistry; Diagnostic preparations for scientific or research use; Diagnostic preparations for scientific use; Diagnostic preparations used in science; Diagnostic reagents for in vitro use in biochemistry, clinical chemistry and microbiology; Reagents for chemical analyses; Reagents for research purposes; Reagents for scientific or medical research use; Reagents for use in scientific apparatus for chemical or biological analysis; electrophoresis gels other than for medical or veterinary purposes.

Class 5 - Calibrating solutions, diluents, control samples, reagents, antibodies, antigen substrates, conjugates, stopping solutions, immunofluorescence reagents, histology reagents, enzyme immunoassay reagents and general purpose reagents for medical and veterinary diagnostic and clinical use; and diagnostic and immunological test kits consisting of reagents, controls, buffers, calibrators, diluents, antibodies, antigen substrates, conjugates, stopping solutions, antisera and/or dropper bottles, all for use in measuring the concentration of proteins, antibodies, antigens and other substances in blood, other body fluids and body tissues, or extracts thereof, for use in the diagnosis, treatment, cure, prevention or mitigation of diseases and other conditions in humans and animals; biological and chemical preparations and reagents for medical or veterinary use; Clinical medical reagents; Diagnostic preparations for clinical or medical laboratory use; Diagnostic preparations for medical and veterinary use; Diagnostic reagents for medicinal use; Medical diagnostic reagents; Medical diagnostic reagents and assays for testing of body fluids; Reagents and media for medical and veterinary diagnostic purposes; Reagents for medical use; medical diagnostic kits for use in electrophoresis, immunology and serology, consisting primarily of extracts from blood or body fluids; control solutions indicative of a positive result for medical use; buffer solutions for diluting samples and/or reagents for medical use; reagents, blood reagents; electrophoretic gels for medical purposes; protein stain, for visualizing results, for medical purposes; antisera for precipitating specific proteins, for medical purposes; fixative for precipitating proteins, for medical purposes; templates for controlling the application of samples and/or antisera, for medical purposes, blotting paper and blotting tissues for removing excess liquid for gels, for medical purposes.

Class 9 - Apparatus for testing gas, liquids and solids; and electronic apparatus for electrophysiological measurement and testing of cells; blank magnetic data carriers; computer software for use in data manipulation and instrument control for use in measuring the concentration of proteins, antibodies, antigens and other substances in body fluids for use in the diagnosis, treatment, prevention, cure and mitigation of diseases and other conditions in humans; and nephelometers for use in measuring the concentration of proteins, antibodies, antigens and other substances in body fluids for use in the diagnosis, treatment, prevention, cure and mitigation of diseases and other conditions in humans; - 40- electronic and computerized radial immunodiffusion plate readers; electrophoresis tank and power

supply, for laboratory use; gel presses for pressing and drying gels; laboratory equipment, namely, incubators.

Class 10 - Medical diagnostic apparatus and instruments for the diagnosis, treatment and cure of diseases in humans, namely, multiple myeloma, lymphocytic neoplasms, Waldenstrom's macroglobulinemia, amyloidosis, light chain deposition diseases and connective tissues diseases, namely, systemic lupus erythematosus; apparatus for blood, urine and serum analysis; apparatus for clinical diagnosis; apparatus used in implementing diagnostic tests designed to detect abnormalities in blood, serum and urine, namely, automated clinical analyzers based on colorimetric and turbidmetric measurements, diluents, reagents, calibrators, and control serum; and medical diagnostic apparatus and analytical apparatus for medical purposes.

SCHEDULE 7
INSURANCE POLICIES

Broker	Cover	Insurer	Policy No
Aon	Combined	Travelers	UCTSR3707470
Aon	Motor	Zurich	090/2C02/LM556820/6
Aon	Contract Works	Allianz Engineering	52/NT/18402925/13
Aon	Title Insurance	First Title	174068
Aon	Run off D&O	Ace Europe	UKDA0000757111
Aon	D&O	Ace Europe	UKDRIC54010
Aon	Engineering Inspection	Allianz Engineering	52/NZ/9987104/4
Aon	PA/Travel	Oval	OGT46120F
Aon	Marine	NMU via Oval facility	OVA041011202
<i>Oval</i>	<i>Pension Trustees Run Off</i>	<i>Ace Europe</i>	<i>30UKC20770</i>

SCHEDULE 8

BANK ACCOUNTS

The Binding Site Group Ltd Bank Account Details

Country	Bank Account Number	Sort Code	IBAN	SWIFT	Name of Bank	Name of Account Holder	Account Name per TB	Currency
UK	78060494	60-02-35	GB98 NWBK 6002 3578 0604 94	NWBKGB2L	The Royal Bank of Scotland	The Binding Site Group Ltd	Bank Sterling Current Account	GBP
UK	67447058	60-02-35	GB38 NWBK 6002 3567 4470 58	NWBKGB2L	The Royal Bank of Scotland	The Binding Site Corporation Ltd	N/A	GBP
UK	0872825	30-92-99		LOYDGB21367	Lloyds Bank	Nettleton Gate Ltd		GBP
UK	67524028	60-02-35		NWBKGB2L	The Royal Bank of Scotland	Nettleton Gate Ltd		GBP
UK	67485332	60-02-36		NWBKGB2L	The Royal Bank of Scotland	The Binding Site Group Ltd	ELIQUIDITY	GBP
UK	70014809	60-02-37		NWBKGB2L	The Royal Bank of Scotland	The Binding Site Group Ltd	EURO SIBA	EUR
UK	06639771	60-02-38		NWBKGB2L	The Royal Bank of Scotland	The Binding Site Group Ltd	EURO CURRENT	EUR
UK	70014663	60-02-39		NWBKGB2L	The Royal Bank of Scotland	The Binding Site Group Ltd	\$ SIBA	USD
UK	02652544	60-02-40		NWBKGB2L	The Royal Bank of Scotland	The Binding Site Group Ltd	\$ CURRENT	USD

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Country	Bank Account Number	Sort Code	IBAN	SWIFT	Name of Bank	Name of Account Holder	Account Name per TB	Currency
UK	67207596	60-02-41		NWBKGB2L	The Royal Bank of Scotland	The Binding Site Group Ltd	GROUP SIBA	GBP
UK	67156606	60-02-42		NWBKGB2L	The Royal Bank of Scotland	The Binding Site Group Ltd		GBP

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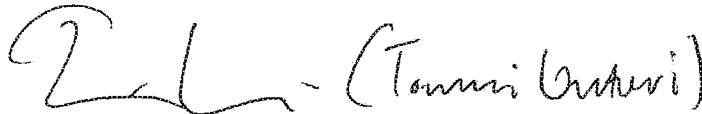
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THE ORIGINAL CHARGORS

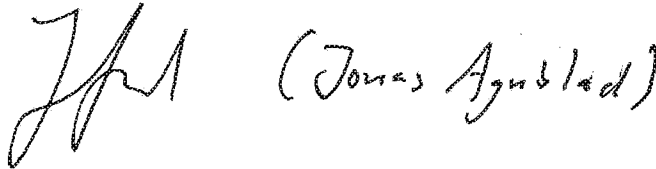
EXECUTED as a DEED
by CIDRON (TBS) MIDCO LIMITED
acting by its duly Authorised
Signatory:

}

Signature of authorised signatory:

 (Tommi Oksanen)

Signature of witness:

 (Jonas Agnblad)

Name of witness:

Address of witness:

Occupation of witness:

EXECUTION PAGE

EXECUTED as a DEED
by **CIDRON (TBS) II LIMITED** acting
by its duly Authorised Signatory:

}

Signature of authorised signatory:

E.L. (Tammi Virtti)

Signature of witness:

Name of witness:

Address of witness:

JM (A Jons Andlud)

Occupation of witness:

EXECUTION PAGE

EXECUTED as a DEED
by THE BINDING SITE
CORPORATION LIMITED acting by
its duly Authorised Signatory:

} Mah Culwick

MARK CULWICK

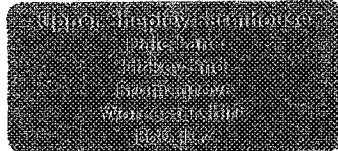
Signature of authorised signatory:

Signature of witness: Elaine Culwick

Name of witness: ELAINE CULWICK

Address of witness:

Occupation of witness:



Chartered Accountant

EXECUTION PAGE

EXECUTED as a DEED
by NETTLETON GATE LIMITED
acting by its duly Authorised
Signatory:

} Mah Culwick

MARK CULWICK

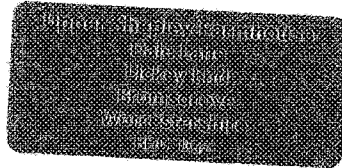
Signature of authorised signatory:

Signature of witness: Elaine Culwick

Name of witness: ELAINE CULWICK

Address of witness:

Occupation of witness:



Chartered Accountant

EXECUTION PAGE

EXECUTED as a DEED
by THE BINDING SITE GROUP
LIMITED acting by its duly Authorised
Signatory: PAUL DUNCAN

}

Signature of authorised signatory:



Signature of witness:

SDuncan

Name of witness:

SUSAN DUNCAN

Address of witness:

2 ASTON CANTLOW ROAD
WILKOTE

Occupation of witness:

STRATFORD - UPON - AVON, CV37 9XX

EXECUTION PAGE

THE SECURITY AGENT

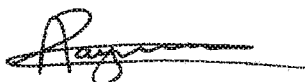
EXECUTED as a DEED
by HSBC CORPORATE TRUSTEE
COMPANY (UK) LIMITED acting by
its duly Authorised Signatory:

}

S. D. M.

Signature of authorised signatory:

Signature of witness:



Name of witness: ANDREW PAYNE

Address of witness: 21 CHURCHSIDE
HARLSTON
TAMWORTH

Occupation of witness: B79 9HE
BANK OFFICIAL