

MG01

Particulars of a mortgage or charge

140875/234



A fee is payable with this form.

We will not accept this form unless you send the correct fee.

Please see 'How to pay' on the last page.



What this form is for

You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland.



What this form is NOT for

You cannot use this form to register particulars of a charge for a company. To do this, please use form MG01s.

MONDAY



AWW2MFSX

A21

14/12/2009

152

COMPANIES HOUSE

1

Company details

Company number

0 2 7 9 6 8 3 7

Company name in full

Huntingdon Consulting Engineers Limited (the "Company")

2

For official use

→ **Filling in this form**

Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

2

Date of creation of charge

Date of creation

d2 d4 m1 m1 y2 y0 y0 y9

3

Description

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

Description

Composite Guarantee and Debenture between Life Sciences Research Limited (1), the Companies (as defined below) (2) and River Investment Partners (3) (the "Deed")

4

Amount secured

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

Amount secured

All moneys and all obligations and liabilities at the date of the Deed or thereafter due, owing or incurred by the Company to the Secured Parties or any of them whether express or implied, present, future or contingent, joint or several, incurred as principal or surety determined in whatever currency or incurred on any banking account under or pursuant to the Financing Agreement, any other Loan Document and/or the Deed or otherwise howsoever when the same become due for payment or discharge;

(the "Secured Obligations").

Continuation page

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

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

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

Continuation page

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

Name River Investment Partners (the "Security Trustee")

Address 4196 Merchant Plaza, Suite 144, Lake Ridge,

VA.22192, USA

Postcode

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

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

Continuation page

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

Short particulars

1. Fixed Charges

- (a) by way of first legal mortgage, the Properties (if any) specified in Schedule 3 (Properties) of the Deed;
- (b) by way of first legal mortgage, all Properties (other than any property specified in Schedule 3 (Properties) of the Deed) at the date of the Deed owned by the Company or in which the Company has an interest;
- (c) by way of first fixed charge (to the extent not the subject of a legal mortgage by virtue of paragraphs (a) or (b) above) all present and future Properties at the date of the Deed or from time to time thereafter owned by the Company or in which the Company may have an interest;
- (d) by way of first fixed charge, the Equipment (if any) specified in Schedule 4 (Equipment) of the Deed and the benefit of all contracts and warranties relating to the same;
- (e) by way of first fixed charge, all Equipment (other than any property specified in Schedule 4 (Equipment) of the Deed) at the date of the Deed or from time to time thereafter owned by the Company or in which the Company has an interest and the benefit of all contracts and warranties relating to the same;
- (f) by way of first fixed charge, all Securities specified in Schedule 5 (Securities) of the Deed;
- (g) by way of first fixed charge, all Securities (other than any property specified in Schedule 5 (Securities) of the Deed) at the date of the Deed or from time to time thereafter owned by the Company or in which the Company has an interest;

(Please see continuation sheets)

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his:

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

Commission allowance
or discount

Nil

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here.

Signature

Signature

X 

X

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

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name

Company name

Address

Post town

County/Region

Postcode

Country

DX

Telephone



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included the original deed with this form.
- ☐ You have entered the date the charge was created.
- ☐ You have supplied the description of the instrument.
- ☐ You have given details of the amount secured by the mortgagee or chargee.
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge.
- ☐ You have entered the short particulars of all the property mortgaged or charged.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:

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



Further information

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

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>(h) by way of first fixed charge, all Debts at the date of the Deed or from time to time thereafter owned by the Company or in which the Company has an interest (whether originally owing to the Company or purchased or otherwise acquired by it);</p> <p>(i) by way of first fixed charge, the proceeds of collection of all Debts and all moneys standing to the credit of the Receivables Account;</p> <p>(j) by way of first fixed charge any and all amounts from time to time standing to the credit of all present and future accounts of the Company with any bank, financial institution or other person including, without limitation, the Accounts;</p> <p>(k) by way of first fixed charge, all moneys from time to time payable to the Company under or pursuant to the Insurances including without limitation the right to the refund of any premiums;</p> <p>(l) by way of first fixed charge, the proceeds of all other sums of money received by the Company, other than those specified in paragraphs (h),(i), (j) or (k) above;</p> <p>(m) by way of first fixed charge, the goodwill and uncalled capital of the Company;</p> <p>(n) by way of first fixed charge, the Intellectual Property (if any) specified in Schedule 6 (Intellectual Property) of the Deed;</p> <p>(o) by way of first fixed charge, all Intellectual Property (other than any Intellectual Property specified in Schedule 6 (Intellectual Property) of the Deed), at the date of the Deed or from time to time thereafter owned by the Company or in which the Company may have an interest;</p> <p>(p) if not effectively assigned by clause 3.4 (Security Assignment) of the Deed, by way of first fixed charge all its rights and interests in (and claims under) the Assigned Agreements and all other contracts, agreements, deeds, undertakings, guarantees, warranties, indemnities, other documents, concessions and franchises at the date of the Deed or thereafter entered into by or granted to, or vested in, or novated or assigned to, the Company (including any contract for sale of or other dealing with any of the Charged Assets)</p> <p>(paragraphs a - p above, together the "Fixed Charge Assets")</p> <p>2. Floating Charges</p> <p>By way of first floating charge the Company's undertaking and all its property, assets and rights whatsoever and wheresoever both present and future, including, without limitation, its Inventory other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment pursuant to paragraph 1 above, clause 3.4 (Security Assignment) of the Deed or otherwise pursuant to the Deed.</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged Please give the short particulars of the property mortgaged or charged.
Short particulars	<p>(the assets at paragraphs 1 and 2 above, together, the "Charged Assets").</p> <p>3. Security Assignment</p> <p>By way of assignment, all of the Company's rights, title and interest in the Assigned Agreements.</p> <p>NOTE</p> <p>Negative Pledge</p> <p>The Deed contains a restriction on dealing with the Charged Assets and the Company covenants that it will not:</p> <p>(a) dispose of all or any of its Properties which are necessary or useful in the proper conduct of its business;</p> <p>(b) dispose of all or any of the Equipment specified in Schedule 4 of the Deed except for disposals for which the Security Trustee's consent has been requested in the form set out in Schedule 8 Part 1 of the Deed and expressly granted by the Security Trustee in the form set out in Schedule 8 Part 2 of the Deed (such consent not to be unreasonably withheld or delayed);</p> <p>(c) dispose of all or any of the other Fixed Charge Assets which are necessary or useful in the proper conduct of its business without the prior written consent of the Security Trustee (such consent not to be unreasonably withheld or delayed);</p> <p>(d) dispose of its Inventory or any other Charged Asset which is necessary or useful in the proper conduct of its business otherwise than for full value in the ordinary course of business;</p> <p>(e) without limiting the generality of the foregoing provisions of these paragraphs (a) - (f) dispose of, or create or attempt to create or permit to subsist or arise any Encumbrance (save for any right of set-off which arises by operation of law) on or over, the Debts or any part thereof or release, set off or compound or deal with the same otherwise than in accordance with clause 5.1(c) of the Deed; or</p> <p>(f) create or attempt to create or permit to subsist in favour of any person other than the Security Trustee any Encumbrance on or affecting the Charged Assets or any part thereof except a Permitted Encumbrance, a lien arising by operation of law in the ordinary course of trading over property other than land and the Trust.</p>

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Short particulars	<p><u>Further Assurance</u></p> <p>The Company shall if and when at any time required by the Security Trustee execute such further Encumbrances and assurances in favour or for the benefit of the Secured Parties and do all such acts and things as the Security Trustee shall from time to time reasonably require over or in relation to all or any of the Charged Assets to secure the Secured Obligations or to perfect or protect the Security Trustee's security over the Charged Assets or any part thereof or to facilitate the realisation of the same.</p> <p><u>Definitions</u></p> <p>"Account" means each account other than the Receivables Account from time to time opened or maintained by any Company at such branch of the Account Bank, or any other bank or financial institution, in each case, as the Security Trustee may approve (acting reasonably) and all rights, benefits and proceeds in respect of such account, including without limitation the accounts specified in the Deed.</p> <p>"Account Bank" means the Bank of England or any other bank with which any Company maintains a Receivables Account or one or more Accounts.</p> <p>"Assigned Agreements" has the meaning given to it in the Deed.</p> <p>"Collateral Instruments" means notes, bills of exchange, certificates of deposit and other negotiable and non-negotiable instruments, guarantees and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any liabilities of any person and includes any document or instrument creating or evidencing an Encumbrance.</p> <p>"Company" means each of the companies whose names, registered numbers and registered offices are set out in Schedule 1 of the Deed being:</p> <p>Life Sciences Research Limited (00502370) Paragon Global Services (LSR) Limited (04442665) ServicePharm Limited (05393793) LSR (UK) Limited (04442666) ProSolutions (UK) Limited (05000098) CoSolutions (UK) Limited (05304938) HIH Limited (01885666) LSR Associates Limited (01910866) Huntingdon Research Centre Limited (03126711) Huntingdon Consulting Engineers Limited (02796837) Huntingdon Life Sciences Limited (01815730) Pathfinder Clinical Development Limited (01058023) Paragon Global Services Limited (02947527) Pathfinder Nominees Limited (02363256) NDA Analytics Limited (02801202) CentraLabs Clinical Research Limited (01601181)</p> <p>and each other company which becomes a party to the Deed pursuant to a Supplemental Deed.</p>	

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Short particulars

"Debts" means book and other debts, revenues and claims, whether actual or contingent, whether arising under contracts or in any other manner whatsoever and all things in action which may give rise to any debt, revenue or claim, together with the full benefit of any Encumbrances, Collateral Instruments and any other rights relating thereto (whether as creditor or beneficiary) including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and associated rights, but excluding any assets the subject of clauses 3.1(i) or 3.1(j) of the Deed.

"Encumbrance" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment by way of security, trust arrangement for the purpose of providing security or other security interest of any kind securing or preferring any obligation of any person or any other arrangement having the effect of conferring rights of retention or set-off or other disposal rights over an asset (including, without limitation, title transfer and/or retention arrangements having a similar effect) and includes any agreement to create any of the foregoing.

"Equipment" means machinery, equipment, furniture, furnishings, fittings and fixtures (excluding any fixtures and fittings belonging to a tenant) and other tangible personal property (other than Inventory), including, without limitation, data processing hardware and software, motor vehicles, aircraft, dies, tools, jigs and office equipment, together with all present and future additions thereto, replacements or upgrades thereof, components and auxiliary parts and supplies used or to be used in connection therewith and all substitutes for any of the foregoing, and all manuals, drawings, instructions, warranties and rights with respect thereto wherever any of the foregoing is located and any other asset which would be treated as a fixed asset under GAAP.

"Financing Agreement" means the financing agreement dated on or about the date of the Deed and made between Lion Holdings, Inc., NLB Inc, certain of its subsidiaries as borrowers and guarantors, the Lenders and the Security Trustee pursuant to which the Lenders agreed to make available a US\$15,000,000 term loan A facility and a US\$55,000,000 term loan B facility, as that agreement may from time to time be amended, varied, novated, supplemented or replaced including, without limitation, by the increase or extension of maturity of the facility or by any change in the identity of the Security Trustee or any of the Lenders.

"Fixtures" means, in relation to a Property, all fixtures and fittings (including trade fixtures and fittings, but excluding any fixtures and fittings belonging to a tenant), fixed plant and machinery and other items attached to that property, whether or not constituting a fixture at law.

"Insurances" means, in relation to a Company, all present and future contracts or policies of insurance (including life assurance policies) taken out by that Company or in which that Company from time to time has an interest.

"Intellectual Property" means all patents (including applications for and rights to apply for patents), trade marks and service marks (whether registered or not) and applications for the same, trade names, registered designs, design rights, semi-conductor topography rights, database rights, copyrights, computer programs, know-how and trade secrets and all other intellectual or intangible property or rights and all licences, agreements and ancillary and connected rights relating to intellectual and intangible property including any renewals, revivals or extensions thereof and wherever in the world subsisting.

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6 Short particulars of all the property mortgaged or charged

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

Short particulars

"Inventory" means inventory, goods and merchandise, wherever located, raw materials, work-in-progress, finished goods, returned goods and materials and supplies of any kind, nature or description used in connection with a Company's business or used in connection with the manufacture, packing, shipping, advertising, selling or finishing of such goods, merchandise and such other specified property, and all documents of title or other documents representing them.

"Lender" has the meaning given to it in the Financing Agreement.

"Loan Document" has the meaning given to it in the Financing Agreement.

"Permitted Encumbrance" has the same meaning as is given to the term 'Permitted Lien' in the Financing Agreement.

"Property" means freehold and leasehold property wherever situate (other than any heritable property in Scotland), and includes all liens, charges, options, agreements, rights and interests in or over such property or the proceeds of sale of such property and all buildings and Fixtures thereon and all rights, easements and privileges appurtenant to, or benefiting, the same and **"Properties"** means all or any of the same, as the context requires.

"Receivables Account" means the account with the Bank of England or any other bank, financial institution or other person to which the proceeds of realisation of Debts are to be paid pursuant to clause 5.1(c) of the Deed.

"Secured Parties" means each Lender and the Security Trustee.

"Securities" means stocks, shares, bonds and securities of any kind whatsoever (including warrants and options to acquire or subscribe any of the same) whether marketable or otherwise and all interests (including but not limited to loan capital) including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest, or otherwise in respect thereof.

"Supplemental Deed" means a deed supplemental to the Deed in form and substance satisfactory to the Security Trustee, but on terms which are no more onerous than those set out in the Deed, by virtue of which a company becomes bound by the Deed in the capacity of a Company.

"Trust" means the declarations of trust dated 14 June 2005 pursuant to which ServicePharm Limited holds the leases referred to therein on trust for Huntingdon Life Sciences Limited.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2796837
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND
DEBENTURE DATED 24 NOVEMBER 2009 AND CREATED BY
HUNTINGDON CONSULTING ENGINEERS LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO THE SECURED PARTIES OR ANY OF THEM ON
ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 14 DECEMBER
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 DECEMBER
2009

PO
SJ



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES