

PATENT ASSIGNMENT

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

DEBENTURE

CONVEYING PARTY DATA

Name	Execution Date
Astex Therapeutics Limited	10/24/2007

RECEIVING PARTY DATA

Name:	Oxford Finance Corporation
Street Address:	133 North Fairfax Street
City:	Alexandria
State/Country:	VIRGINIA
Postal Code:	22314

PROPERTY NUMBERS Total: 9

Property Type	Number
Application Number:	10564166
Application Number:	10563350
Application Number:	60640597
Application Number:	60640475
Application Number:	60755339
Application Number:	60806218
Application Number:	11680805
Application Number:	11680830
Application Number:	11680818

CORRESPONDENCE DATA

Fax Number: (617)856-8201

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 617-856-8145

Email: ip@brownrudnick.com

Correspondent Name: Mark S. Leonardo

Address Line 1: One Financial Center

PATENT

REEL: 020526 FRAME: 0490

500466811

CH \$360.00 10564166

Address Line 2: Brown Rudnick Berlack Israels LLP
Address Line 4: Boston, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER:

26704/2

NAME OF SUBMITTER:

Mark S. Leonardo

Total Attachments: 37

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DEBENTURE

Dated 24 October 2007

between

Astex Therapeutics Limited (1)

and

Oxford Finance Corporation (2)

as Security Trustee



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DATED 24 October 2007

- (1) ASTEX THERAPEUTICS LIMITED (registered in England and Wales under company number 03751674) the registered office of which is at 436 Cambridge Science Park, Milton Road, Cambridge, CB4 0QA (the "**Borrower**"); and
- (2) OXFORD FINANCE CORPORATION a company whose registered office is situated at 133 North Fairfax Street, Alexandria, Virginia 22314, USA (the "**Security Trustee**") as Security Trustee for the Finance Parties (as defined under the Loan Facility Agreement as defined below).

1 INTRODUCTION

- (A) The Lenders have agreed to make available to the Borrower a term facility of up to £7,500,000 (seven million five hundred thousand Pounds Sterling) subject to and upon the terms and conditions contained in the Loan Facility Agreement (as defined below).
- (B) As a condition precedent to and pursuant to the provisions of the Loan Facility Agreement the Borrower has agreed to enter into this Debenture for the purpose of providing security to the Finance Parties for the Secured Liabilities.
- (C) It is the intention of the parties hereto that this Debenture is executed as a deed notwithstanding that it is executed under hand by the Security Trustee.

2 OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATION

Definitions

- 1.1 In this Debenture the following expressions have the following meanings, unless the context otherwise requires:

Asset Insurance	the insurance referred to in clause 11.1(g)(i) (Property and Asset Insurance) in respect of assets other than the Property
Administrator	any administrator appointed pursuant to this Debenture
Book Debts	<ol style="list-style-type: none">(a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions), both present and future, due, owing to or which may become due, owing to or purchased or otherwise acquired by the Borrower; and(b) the benefit of all rights whatsoever relating to the debts referred to above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets)
Book Debts Account	such separate and denominated account or accounts with such bank as may be specified in writing by the Security Trustee for the purpose of receiving payments of the proceeds of the realisation and collection of Book Debts

Borrower Intellectual Property	any Intellectual Property presently or in the future solely owned by the Borrower, including the Key Intellectual Property, but excluding the Excluded Intellectual Property
Charged Property	the whole or any part of the property, assets and undertaking of the Borrower from time to time mortgaged, charged or assigned to the Security Agent pursuant to this Debenture
Contracts	all the Borrower's rights, title, interest and benefit in and to any contract in respect of the whole or any part of the Charged Property to which the Borrower is a party
Costs	all costs, charges or expenses of whatsoever nature including, without limitation, legal fees, disbursements and any VAT to be charged on such costs, charges, expenses and disbursements reasonably incurred
Default Rate	the annual rate of interest specified in clause 7.2 of the Loan Facility Agreement
Derivative Assets	all stocks, shares, warrants or other securities, rights dividends, interest or other property (whether of a capital or income nature) accruing, offered, issued or deriving at any time by way of dividend, bonus, redemption, exchange, purchase, substitution, conversation, consolidation subdivision, preference, option or otherwise attributable to any of the Shares or any Derivative Assets previously described
Excluded Intellectual Property	the Intellectual Property owned by the Borrower described in Schedule 2 (Excluded Intellectual Property)
Event of Default	any of those events or circumstances set out in clause 15 (Events of Default) of the Loan Facility Agreement
Fixtures	all assets of whatsoever nature, apart from land and buildings, forming part of any freehold or leasehold property owned by the Borrower and deemed by law to be immovable property
Floating Charge Property	has the meaning given to this term in clause 4.4
Insolvency Act	the Insolvency Act 1986 unless otherwise stated
Intellectual Property	all copyrights (including rights in computer software), trade marks, service marks, business names, patents, rights in inventions, registered designs, design rights, database rights and topographical or similar rights, rights in trade secrets or other confidential information and any other intellectual property rights and any interests (including by way of licence) in any of the foregoing (in each case whether registered or not and including all applications for the same) which may subsist anywhere in the world.
Joint Intellectual Property	any Intellectual Property presently or in the future owned jointly by the Borrower and any other person or persons, including the Intellectual Property described in Schedule 3 (Joint Intellectual Property).

Key Intellectual Property	(i) the Borrower Intellectual Property described in Schedule 1 (Key Intellectual Property); and (ii) the Platform Intellectual Property
Key Territory	the United States, Canada, Japan, France, Germany, Italy, Spain and the United Kingdom
Loan Facility Agreement	the Loan Facility Agreement dated on or about the date hereof and made between the Borrower and the Lenders
LPA	the Law of Property Act 1925
Permitted IP Transfer	(i) with respect to any Borrower Intellectual Property other than Key Intellectual Property, any assignment or disposal or grant of any licence or other right of that Borrower Intellectual Property in the ordinary course of business on arms' length commercial terms; and (ii) with respect to Key Intellectual Property: (A) any grant of licences or any other right (save as set out in (B) below) of that Key Intellectual Property in the ordinary course of business on arms' length commercial terms; (B) any assignment or disposal of that Key Intellectual Property with the written consent of the Security Trustee to that disposal or assignment, provided that the Security Trustee shall give due regard to the representations made by the Borrower in respect of why such assignment or disposal should be permitted
Plant and Machinery	all plant and machinery, equipment, fittings, installations and apparatus, inventory, furniture, tools, motor vehicles and all other such assets (other than Fixtures) whatsoever, wherever situate, which are now, or at any time after the date of this Debenture become, the property of the Borrower
Platform Intellectual Property	the Borrower Intellectual Property that is material to the operation of the Borrower's "Pyramid TM " drug discovery platform
Property	all estates and other interests in any freehold, leasehold or other immovable property (including, without limitation, all Fixtures on such property) which are now, or at any time after the date of this Debenture become, the property of the Borrower, all proceeds of sale derived from such property and the benefit of all covenants to which the Borrower is entitled in respect of such property
Property Insurance	the insurance referred to in clause 11.1(g)(i) (Property and Asset Insurance) in respect of the Property
Receiver	any receiver appointed pursuant to this Debenture, including, for the avoidance of doubt, a receiver and manager or a manager
Rights	all the Borrower's rights, title and interest from time to time in any lease, licence or occupational right whatsoever together with the entire benefit of all the Borrower's rights, title and interest from

time to time in any renewal of, replacement of or variation to any such lease, licence or occupational right (including, without limitation, all its rights, title and interest in any occupational lease, agreement for any occupational lease and any associated agreements which may be granted by the Borrower or any person deriving title from the Borrower from time to time over or in respect of the whole or any part of the Property and any other properties (freehold or leasehold) in which the Borrower has an interest)

Secured Liabilities

all moneys, debts and liabilities from time to time due, owing or incurred by the Borrower to the Finance Parties on any current or other account whatsoever pursuant to the Facility Documents in each case:

- (a) whether present or future;
- (b) whether alone or jointly with any other person;
- (c) whether actual or contingent;
- (d) whether as principal or as surety;
- (e) in whatsoever name, firm or style;
- (f) in whatsoever currency denominated; or
- (g) otherwise

including, without limitation, all liabilities in connection with foreign exchange transactions, accepting, endorsing or discounting notes or bills, under bonds, guarantees, indemnities, documentary or other credits or any instruments from time to time entered into by the Lenders or its Agent for or at the request of the Borrower together with interest to the date of payment at such rates and upon such terms as may from time to time be agreed and all commission, fees, costs (including, without limitation, legal fees) on a full indemnity basis and other charges

Security Documents

any document entered into by any person from time to time creating any Security Interest, directly or indirectly, for the obligations of the Borrower under the Facility Documents including, without limitation, this Debenture

Shares

all stocks, shares and other securities held by the Borrower or any nominee of the Borrower (other than shares in its subsidiary Metagen which is to be liquidated)

Interpretation

1.2 In this Debenture:

- (a) the Contents page and clause headings are included for convenience only and do not affect the construction of this Debenture;
- (b) words denoting the singular include the plural and vice versa; and
- (c) words denoting one gender include each gender and all genders.

1.3 In this Debenture, unless the context otherwise requires, references to:

- (a) persons include references to natural persons, firms, partnerships, companies, corporations, associations, organisations and trusts (in each case whether or not having a separate legal personality);
- (b) documents, instruments and agreements (including, without limitation, this Debenture and any document referred to in this Debenture) are references to such documents, instruments and agreements as modified, amended, varied, supplemented or novated from time to time;
- (c) **"Administrators"** and **"administrators"** are references to administrators appointed under the Insolvency Act 1986, as amended, if appropriate, by the Enterprise Act 2002 and include administrators appointed under the out-of-court procedure under the Enterprise Act 2002;
- (d) receivers are references to receivers of whatsoever nature including, without limitation, receivers and managers and administrative receivers;
- (e) the terms the **"Lender"** and the **"Receiver"** include, where the context so admits, references to any assignee, transferee or delegate of any such person;
- (f) a party to this Debenture includes references to its successors, transferees and assigns;
- (g) recitals, clauses and schedules are references to recitals to this Debenture, clauses of this Debenture and schedules to this Debenture; and references to this Debenture include its schedules;
- (h) paragraphs are references to paragraphs of the schedule in which the references appear;
- (i) statutory provisions (where the context so admits and unless otherwise expressly provided) are construed as references to those provisions as respectively amended, consolidated, extended or re enacted from time to time, and to any orders, regulations instruments or other subordinate legislation made under the relevant statute; and
- (j) a time of day is a reference to London time.

Loan Facility Agreement defined terms

- 1.4 Unless otherwise defined in this Debenture, terms defined in the Loan Facility Agreement bear the same meaning in this Debenture.

Conflict with Loan Facility Agreement

- 1.5 If there is any conflict between the provisions of this Debenture and the provisions of the Loan Facility Agreement, the provisions of the Loan Facility Agreement shall prevail.

2 COVENANT TO PAY

The Borrower shall on demand pay to the Security Trustee or discharge, as the case may be, all the Secured Liabilities when the Secured Liabilities become due.

3 INTEREST

The Borrower shall pay to the Security Trustee interest on the Secured Liabilities (after as well as before any demand made or judgment obtained or the liquidation or administration of the Borrower) at the rate and upon the terms set out in the Loan Facility Agreement.

4 SECURITY

By way of continuing security in favour of the Security Trustee for the benefit of the Finance Parties for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee hereby charges to the Security Trustee for the benefit of the Finance Parties or assigns to the Security Trustee for the benefit of the Finance Parties (as the case may be) the property set out below in the manner set out below:

Property

- 4.1 By way of first fixed charge the Property and all Rights relating to such Property.

Goodwill

- 4.2 By way of first fixed charge, all the goodwill and uncalled capital for the time being of the Borrower.

- 4.3 *Other*

By way of first fixed charge the following:

- (a) All freehold and leasehold property hereafter acquired by the Borrower;
- (b) all freehold and leasehold property now or in the future beneficially owned by but not vested in the Borrower;
- (c) all the Plant and Machinery and fixtures and fittings, furniture, equipment, implements and utensils now and in the future belonging to the Borrower having a value in excess of £15,000;
- (d) all Shares and Derivative Assets;
- (e) all rights and interest of the Borrower in and claims under all policies of insurance and assurance now or hereafter held by or insuring to the benefit of the Borrower;
- (f) all uncalled capital and goodwill for the time being of the Borrower; and
- (g) subject to clause 4.5, all Key Intellectual Property.

Floating charge

- 4.4 By way of first floating charge, all the undertaking and assets of the Borrower whatsoever (other than the Excluded Intellectual Property and the Joint Intellectual Property), including but without limitation the Borrower Intellectual Property that is not Key Intellectual Property, Contracts, the Book Debts, and the Plant and Machinery wherever situate, whether movable, immovable, present or future (including, without limitation, its uncalled capital for the time being and all the undertaking and assets of the Borrower referred to above which are, for any reason, not validly charged or assigned pursuant to clauses 4.1 (Property) to 4.3 (Other) (inclusive) of this Debenture) (the "**Floating Charge Property**").

The floating charge created by this Debenture is a qualifying debenture for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act.

Release of Key Intellectual Property

- 4.5 Where the Borrower proposes to assign or dispose of any Key Intellectual Property in accordance with any agreement with a third party entered into on or after the date of this Debenture and the written consent of the Security Trustee to that assignment or disposal is given, the Security Trustee shall within 15 Business Days of giving that consent execute all releases reasonably required by the Borrower to release that Key Intellectual Property from this Debenture.

5 CONVERSION OF FLOATING CHARGE

Conversion by notice

- 5.1 The Security Trustee may by notice to the Borrower convert the floating charge contained in this Debenture into a fixed charge as regards such Charged Property as the Security Trustee may specify (whether generally or specifically) in that notice on, or at any time following, the occurrence of an Event of Default (where the Event of Default is continuing at the relevant time).

Automatic conversion

- 5.2 If, without the prior written consent of the Security Trustee, the Borrower creates any Security Interest other than a Permitted Security Interest over any of the Charged Property not expressed to be subject to a fixed charge under this Debenture, or attempts to do so, or if any person levies or attempts to levy any distress, attachment, execution or other legal process against any of such Charged Property, or if any steps are taken for the appointment of, or notice is given of intention to appoint, an administrator in relation to the Borrower, the floating charge created by this Debenture over the Charged Property the subject of such Security Interest or process will automatically, without notice, be converted into a fixed charge as soon as such event occurs.

PROVIDED THAT the floating charge contained in this Debenture may not be converted into a fixed charge solely by reason of the obtaining of a moratorium or anything done with a view to obtaining a moratorium by an eligible company (as defined by Schedule A1 of the Insolvency Act), under the Insolvency Act.

6 FURTHER ASSURANCE

Deposit of documents and title deeds

- 6.1 Subject to clauses 6.2, 6.3 and 6.4 the Borrower shall:
- (a) as soon as reasonably practicable, at any time if so required by the Security Trustee, at its own expense execute and deliver to the Security Trustee such further legal or other mortgages, charges, assignments, securities, authorities and documents as the Security Trustee may in its reasonable discretion require of the whole or such part of the Charged Property as the Security Trustee may specify, in such form as the Security Trustee may in its reasonable discretion require, to protect or perfect the Security Trustee's right, title or interest (in any jurisdiction) in the Charged Property or to secure the payment or discharge of the Secured Liabilities, including, without limitation, in order to vest the whole or such part of the Charged Property in the Security Trustee, the nominee of the Security Trustee or in any purchaser from the Security Trustee or the Receiver;
 - (b) pending the execution and delivery of any such assignments, hold such Charged Property upon trust for the Security Trustee subject to the provisions of this Debenture; and
 - (c) pending the execution and delivery of any such mortgages, charges, or other security, hold such Charged Property subject to the provisions of this Debenture.
- 6.2 Nothing in this Debenture shall require the Borrower to execute any additional local law mortgage, charge, assignment or security with respect to any Borrower Intellectual Property and any obligation on the Borrower under this Debenture to protect or perfect the Lender's right, title or interest in any Borrower Intellectual Property outside the United Kingdom shall (unless otherwise agreed by the Borrower) be limited to the recording or registration of the

English Law security granted under this Debenture in respect of Key Intellectual Property in any relevant overseas Intellectual Property registers in Key Territories.

6.3 The Borrower shall upon the written request of the Security Trustee deposit with the Security Trustee (and the Security Trustee during the continuance of this security may hold and retain):

- (a) all deeds and documents of title relating to the Property;
- (b) all stock or share certificates or other documents of title to or representing the Shares and the Derivative Assets together with such duly executed transfers or assignments with the name of the transferees, date and consideration left blank as the Security Trustee may require; and
- (c) if so requested by the Security Trustee, copies of any specified Contracts certified to be true copies by one director of, or solicitor acting for, the Borrower.

6.4 The Borrower shall upon the written request of the Security Trustee:

- (a) procure the registration in the company books of the Company of the transfer of the Shares and the Derivative Assets to the Security Trustee (or the Nominees as the Security Trustee may require), the entry of the Security Trustee (or the Nominees as the Security Trustee may require) in the register of members of the Company as the holder or holders of the Shares and the Derivative Assets, and the issue of new share certificates in respect of the Shares and the Derivative Assets to the Security Trustee (or the Nominees as the Security Trustee may require); and
- (b) upon the accrual, offer, issue or receipt of any Derivative Assets deliver or pay to the Security Trustee or procure the delivery or payment to the Security Trustee of all such Derivative Assets or the stock or share certificates or other documents of title to or representing them together with such duly executed transfers or assignments with the name of the transferee, date and consideration left blank as the Security Trustee may require.

7 NEGATIVE PLEDGE AND RELATED UNDERTAKINGS

The Borrower shall not:

- (a) create, purport to create or allow to subsist, any Security Interest over the whole or any part of the Charged Property except for any Permitted Security Interest;
- (b) save for any Permitted IP Transfer, convey, assign, transfer, or agree to convey, assign or transfer the whole or any part of the Charged Property other than Floating Charge Property in the ordinary course of business;
- (c) save for any Permitted IP Transfer, permit or agree to any variation of the rights attaching to the whole or any part of the Charged Property other than the Floating Charge Property in the ordinary course of business;
- (d) knowingly, do, cause or permit to be done anything which may in the opinion of the Security Trustee, in any way depreciate, jeopardise or otherwise prejudice the value to the Security Trustee (whether monetary or otherwise) of the whole or any part of the Charged Property other than Floating Charge Property in the ordinary course of business;
- (e) release, exchange, compound, set off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Book Debts except in the ordinary course of business; or

- (f) take any steps for the appointment of an administrator without first giving the Security Trustee 5 Business Days' notice of its intention to do so.

8 THE BOOK DEBTS ACCOUNT

The Borrower shall:

- (a) collect and realise all Book Debts in the ordinary course of its business. For the avoidance of doubt, it is hereby declared that for the purposes of this Debenture, the ordinary course of business of the Borrower does not include or extend to the selling, assigning or in any other way factoring or discounting of any Book Debts;
- (b) if an Event of Default has occurred and upon the written request of the Security Trustee (having exercised its right under clauses 5.1 or 6.1(a) (hereinafter called the "**Conversion**") pay the proceeds of such collection and realisation into the Book Debts Account;
- (c) following the Conversion, not except with the prior written consent of the Security Trustee (such consent not to be unreasonably withheld or delayed), withdraw from the Book Debts Account all or any monies standing to the credit of the Book Debts Account; and
- (d) following the Conversion, if called upon so to do by the Security Trustee execute a legal assignment of the Book Debts to the Security Trustee in such terms as the Security Trustee may in its discretion require, give such notice of that legal assignment to the debtors from whom the Book Debts are due, owing or incurred and take any such other step as the Security Trustee may in its discretion require to perfect such legal assignment.

9 DIVIDENDS, VOTING RIGHTS AND NOMINEES

Dividends and voting rights

9.1 For so long as no Event of Default has occurred, the Borrower may:

- (a) subject to clause 6 (Deposit of documents and title deeds), receive and retain all dividends, interest and other income deriving from and received by it in respect of the Shares and the Derivative Assets; and
- (b) exercise all voting and other rights and powers attached to the Shares and the Derivative Assets PROVIDED THAT such exercise does not adversely affect the Shares and the Derivative Assets and is not otherwise inconsistent with the Debenture or the Loan Facility Agreement.

Trustee powers

9.2 The Security Trustee may at its discretion (in the name of the Borrower or otherwise, subject to clause 9 (Dividends and voting rights), after the occurrence of an Event of Default and without any consent or authority on the part of the Borrower) exercise all the powers given to trustees by section 10(3) and (4) of the Trustee Act 1925 (as amended by section 9 of the Trustee Investments Act 1961) in respect of those Shares and the Derivative Assets subject to a trust.

Security Trustee's powers of enforcement over Shares and the Derivative Assets

9.3 Following the occurrence of an Event of Default and following the crystallisation of the floating charge over the same in accordance with clauses 5.1 (Conversion by Notice) or 5.2 (Automatic Conversion), all dividends, interest and other income forming part of the Shares and the Derivative Assets shall, unless otherwise agreed between the Security Trustee and

the Borrower, be paid without any set off or deduction whatsoever to an interest bearing suspense account in the name of the Security Trustee and shall be retained by the Security Trustee until applied as hereinafter provided as part of the Shares and the Derivative Assets and any such monies which may be received by the Borrower shall, pending such payment, be held in trust for the Security Trustee.

9.4 The Security Trustee shall (in the absence of negligence, wilful default or fraud) not have any duty as to any Shares and Derivative Assets and shall incur no liability for:

- (a) ascertaining or taking action in respect of any calls, instalments, conversions, exchanges, maturities, tenders or other matters in relation to any Shares and Derivative Assets or the nature or sufficiency of any payment whether or not the Security Trustee has or is deemed to have knowledge of such matters;
- (b) taking any necessary steps to preserve rights against prior parties or any other rights pertaining to any Shares and Derivative Assets; or
- (c) for any failure to present any interest, coupon or any bond or stock drawn for repayment or for any failure to pay any call or instalment or to accept any offer or to notify the Borrower of any such matter or for any failure to ensure that the correct amounts (if any) are paid or received in respect of the Shares and the Derivative Assets.

Custody

9.5 The Security Trustee shall be entitled to provide for the safe custody by third parties of all stock and share certificates and documents of title in respect of any of the Charged Property deposited with the Security Trustee or Nominees at the expense of the Borrower and shall not be responsible for any loss of or damage to any such certificates or documents.

10 REPRESENTATIONS AND WARRANTIES

10.1 The Borrower represents and warrants to the Security Trustee that it is absolutely, solely and beneficially entitled to all the Charged Property as from the date it or any part of it falls to be charged under this Debenture and the rights of the Borrower in respect of the Charged Property are free from any Security Interest of any kind other than a Permitted Security Interest.

10.2 The representations and warranties set forth in this clause are given and made on and as of the date of this Debenture, shall survive the execution of this Debenture.

11 UNDERTAKINGS

11.1 The Borrower gives each of the undertakings contained in this clause to the Security Trustee for the benefit of the Finance Parties.

(a) *Duration*

The undertakings in this clause shall remain in force during the continuance of the security constituted by this Debenture.

(b) *To comply with statutes*

The Borrower shall use its reasonable endeavours to comply with all reasonable requirements of any Authority, all obligations under any statute and all byelaws and regulations relating to the whole or any part of the Charged Property.

(c) *To provide information*

The Borrower shall furnish to the Security Trustee promptly following a reasonable request by the Security Trustee such information and supply such documents or papers relating to the Charged Property from time to time as the Security Trustee may reasonably require acting on the instructions of the Lenders.

(d) *Security by Subsidiary*

The Borrower shall procure that any company which may become a Subsidiary of the Borrower during the subsistence of this Debenture shall provide in favour of the Security Trustee such security in such form as the Security Trustee may in its discretion require.

(e) *Shares of Subsidiary*

The Borrower shall not permit any Subsidiary of the Borrower to issue any shares except to the Borrower itself or to one of the Borrower's other wholly owned Subsidiaries.

(f) *Notification of Events of Default*

The Borrower shall forthwith after becoming aware of the same notify the Security Trustee in writing of the occurrence of any Event of Default.

(g) *Property and Asset Insurance*

The Borrower shall:

- (i) insure and keep insured the Property with reputable and responsible insurers previously approved by the Security Trustee acting on the instructions of the Lenders (such approval not to be unreasonably withheld or delayed) in such manner, and to such extent as is reasonable and customary for an enterprise engaged in the same or a similar business and, in the same or similar localities, such risks and contingencies as the Security Trustee acting on the instructions of the Lenders shall from time to time reasonably request;
- (ii) procure that the interest of the Security Trustee is noted on all policies of Property Insurance and Asset Insurance in such manner as the Security Trustee may in its absolute discretion require;
- (iii) duly and punctually pay all premiums and any other moneys necessary for maintaining the Property Insurance and the Asset Insurance in full force and effect;
- (iv) ensure that if reasonably required by the Security Trustee every policy of insurance relating to the Property Insurance and the Asset Insurance (if available) contains a first loss payee clause and a standard mortgagee clause, whereby such insurance will not be invalidated, vitiated or avoided as against a mortgagee in the event of any misrepresentation, act, neglect or failure to disclose on the part of the insured;
- (v) produce to the Security Trustee on request copies of all policies and all receipts for the current premiums with respect to the Property Insurance and the Asset Insurance; and
- (vi) immediately give notice to the Security Trustee of any occurrence which gives rise, or might give rise, to a claim under any policy of insurance

relating to the Property Insurance, the Asset Insurance or both and, except with the prior written consent of the Security Trustee, the Borrower shall not agree to settlement of any such claim,

unless the Security Trustee acting on the instructions of the Lenders otherwise agrees in writing.

If the Borrower at any time fails to perform any of its material obligations contained in this clause, the Security Trustee may effect or renew such insurance as the Security Trustee acting on the instructions of the Lenders, acting reasonably thinks fit and the Borrower shall reimburse the Security Trustee for the reasonable Costs thereby incurred promptly following request. Such Costs will bear interest in accordance with clause 3 (Interest) from the date of payment by the Security Trustee until the date of reimbursement.

(h) *Insurance monies*

- (i) Any monies received by virtue of any insurance relating to the whole or any part of the Charged Property (whether effected pursuant to this Debenture or otherwise) will be deemed to be part of the Charged Property. The Borrower shall apply all such monies in making good, or in recouping expenditure incurred in making good, any loss or damage or, if the Security Trustee in its discretion so requires following an Event of Default, towards discharge of the Secured Liabilities.
- (ii) The Borrower shall ensure that all such monies as are referred to in clause 11.1(h)(i) which are not paid directly by the insurers to the Security Trustee shall be held by the recipient upon trust for the Security Trustee and be applied by the Borrower in accordance with clause 11.1(h)(i).
- (iii) This clause applies whether or not this Debenture has become enforceable.

(i) *To repair*

The Borrower shall:

- (i) at all times keep in good and substantial repair and condition, subject to normal wear and tear, all the Charged Property including, without limitation, all buildings, erections and structures on and in the Property;
- (ii) keep all Plant and Machinery in good repair, working order and condition and fit for its purpose; and
- (iii) where it is uneconomic to repair any part of the Charged Property, replace such part by another similar asset of equal or greater quality and value.

(j) *Intellectual Property*

The Borrower shall, during the continuance of the security constituted by this Debenture:

- (i) take all action reasonably necessary to preserve and maintain the subsistence of any Key Intellectual Property (wherever situated) (including through payment of any application, registration and renewal fees at any relevant intellectual property register) and promptly notify the Security Trustee of any material infringement or alleged material

- infringement or any challenge to the validity of any such Key Intellectual Property of which the Borrower has notice;
- (ii) duly and promptly take all steps and actions as may be necessary or required to obtain granted patents in respect of the inventions the subject of the patent applications listed in Schedule 1;
 - (iii) notify the Security Trustee of:
 - (A) any grant of registration of Key Intellectual Property in any Key Territory; and
 - (B) the first application for registration as a patent of any new invention relating to the Key Intellectual Property wherever it may be in the world and the first application for registration as a patent of that same new invention in any Key Territory or at the European Patent Office;
 - (iv) subject to clause 6.2, forthwith on written request of the Security Trustee duly and expeditiously register (and pay all fees and costs in connection therewith) in such Intellectual Property register(s) in Key Territories as the Security Trustee may deem appropriate (acting reasonably) for the purpose (in the United Kingdom or elsewhere) and in such name(s) as may be required by the law and practice of the place of registration such of the following as may be capable of registration, whether in the United Kingdom or elsewhere:
 - (A) this Debenture in relation to any Key Intellectual Property; and
 - (B) all future assignments and/or mortgages made hereunder in relation to any Key Intellectual Property;
 - (v) subject to clause 6.2, execute such further short form or other documents as may be reasonable in order to facilitate registration of the English law security granted under this Debenture or otherwise perfect the Security Trustee's English law security interests over any of the Key Intellectual Property as provided in clause 11.1(j)(iv) and the Security Trustee shall, at the Borrower's expense, join with the Borrower in executing such documents;
 - (vi) provide to the Security Trustee such copy documents as are necessary to confirm compliance with clause 11.1(j)(iv) above;
 - (vii) maintain an up-to-date record of all registered trade marks, applications for registration of trade marks, patents and patent applications and any other Key Intellectual Property and provide a copy (excluding any information which is not publicly available or is confidential) to the Security Trustee on written request;
 - (viii) without prejudice to the Borrower's right to settle any proceedings through the grant of a licence, take all action reasonably necessary to ensure the diligent commencement and prosecution of all proceedings as may be necessary to prevent infringement or, as applicable, continued infringement of any Borrower Intellectual Property where such infringement would have a material adverse effect on the Borrower's business;

- (ix) save as is required by law, not without the Security Trustee's prior written consent use the Security Trustee's name in or join the Security Trustee in any proceedings relating to infringement of any Borrower Intellectual Property;
- (x) not knowingly use any Key Intellectual Property or permit any such Key Intellectual Property to be used in any way which may materially and adversely affect its value;
- (xi) in the event of the Security Trustee or Receiver exercising its right to realise the Charged Property, the Borrower shall upon demand assign to the Security Trustee or the Receiver or such other person nominated by them all rights to sue for damages and other remedies in respect of infringements of the Borrower Intellectual Property prior to the date of the assignment.

11.2 The Borrower hereby appoints the Security Trustee as its authorised agent to make any filings, registrations or renewals or otherwise at such registries or with such authorities as appropriate, whether in the United Kingdom or elsewhere as shall be necessary to give effect to clause 11.1(j) (Intellectual Property) and hereby irrevocably authorises the Security Trustee, if the Borrower shall during the continuance of this Debenture make default in carrying out any of its obligations under clause 11.1(j) (Intellectual Property), to effect such registrations, renewals, payments and notifications or carry out such acts or things at the expense of the Borrower as shall be necessary to protect the Security Trustee's interest hereunder or to protect or maintain the Borrower Intellectual Property in question or any of it. The Security Trustee agrees that it shall first give the Borrower notice before carrying out any such filings, registrations and renewals to allow the Borrower to effect the same in reasonable time, provided however that nothing herein shall prevent the Security Trustee from acting immediately if it reasonably considers that its interests may be prejudiced by not doing so.

12 COSTS AND SECURITY TRUSTEE'S PERFORMANCE OF COVENANTS

Costs undertaking

12.1 The Borrower shall on demand pay to the Security Trustee or the Receiver, as the case may be, and discharge all Costs payable by it pursuant to this Debenture on a full and unlimited indemnity basis, together with interest at the Default Rate from the date the relevant Cost was expended, incurred or suffered (whichever is the earlier) by the Security Trustee or the Receiver, as the case may be, until full discharge of such Cost.

Lender's performance of covenants

12.2 If the Borrower fails to perform the undertakings contained in clause 11.1(i) (To Repair), the Security Trustee may perform such covenant at the Borrower's expense and the Borrower shall reimburse the Security Trustee for the Costs of such performance on demand. Nothing in this Debenture shall oblige the Security Trustee to perform any covenant of the Borrower.

13 DEFAULT

Enforcement

13.1 This Debenture will become enforceable immediately:

- (a) on the making of a demand pursuant to clause 2 (Covenant to Pay) if an Event of Default has occurred; or

- (b) if any steps are taken for the appointment of an administrator or where notice is given of an intention to appoint, or a petition is filed or an application is made or a competent court makes an order for the appointment of, an administrator, in relation to the Borrower, or any steps are taken for the appointment of a receiver or an administrative receiver of the Borrower, or any of its assets; or
- (c) if the Borrower requests the Security Trustee to appoint an administrator or a receiver over the whole or any part of its undertaking or assets.

Consequences of default

13.2 On and at any time after the occurrence of an Event of Default, the Security Trustee in its absolute discretion may by written notice to the Borrower:

- (a) declare the Secured Liabilities to be immediately due and payable, together with all accrued interest thereon and any other sums then owed by the Borrower under any Facility Document to which it is a party and, upon that declaration, such sums shall become immediately due and payable without demand or notice of any kind, all of which are hereby expressly waived by the Borrower; or
- (b) declare the Secured Liabilities to be due and payable on demand of the Security Trustee; and/or declare the security constituted by the Facility Documents to be enforceable.

14 APPOINTMENT OF ADMINISTRATOR

14.1 Subject to clause 14.2 at the time, or at any time after, the security constituted by this Debenture becomes enforceable, whether or not the Security Trustee has entered into or taken possession of the whole or any part of the Charged Property pursuant to this Debenture, the Security Trustee may, in so far as permitted by law, at its option and in addition to any right to appoint a Receiver, by writing under the hand of any authorised officer of the Security Trustee, appoint any person to be an administrator of the Borrower under the Insolvency Act and the Enterprise Act 2002 and such person shall, from the effective date of such appointment, be an Administrator with all powers conferred on him by the Insolvency Act or the Enterprise Act 2002 as the case may be.

14.2 The floating charge created hereunder is a qualifying floating charge for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act (incorporated by Schedule 16 of the Enterprise Act 2002) and that paragraph shall apply to this Debenture:

- (a) without prejudice to any continuing right of the Security Trustee, at its option, to appoint a Receiver under this Debenture;
- (b) unless and until prohibited from so doing by the provisions of the Enterprise Act 2002; and
- (c) then only to the extent, prohibited from so doing by the provisions of the Enterprise Act 2002.

14.3 Where an Event of Default referred to in sub-clauses 16.1(a), 16.1(b), 16.1(c), 16.1(d), 16.1(e), 16.1(h), 16.1(i), 16.1(k), 16.1(m), 16.1(o), 16.1(p) or 16.1(q) of the Loan Facility Agreement occurs the Security Trustee will only be entitled to appoint a Receiver under clause 14.1 at the expiration of five days after giving written notice to the Borrower of its intention to do so.

15 STATUTORY POWER OF SALE

15.1 Subject to clause 15.4, for the purposes of all powers implied by statute, and in particular the power of sale under section 101 of the LPA (Powers incident to estate or interest in a

mortgage), the Secured Liabilities will be deemed to have become due when an Event of Default has occurred and the security created by this Debenture becomes enforceable and section 103 of the LPA (Regulation of exercise of power of sale) and section 93 of the LPA (Restriction on consolidation of mortgages) will not apply.

- 15.2 The statutory powers of leasing conferred on the Security Trustee are extended so as to authorise the Security Trustee to lease, make arrangements for leases, accept surrender of leases and grant options on such terms and conditions as the Security Trustee may in its discretion think fit. The Security Trustee is not obliged to comply with any of the provisions of section 99 (Leasing powers of mortgagor and mortgagee in possession) and section 100 (Powers of mortgagor and mortgagee in possession to accept surrenders of leases) of the LPA.
- 15.3 Subject to clause 15.4, each of the Security Trustee and the Receiver may exercise such person's statutory power of sale in respect of the whole or any part of the Property.
- 15.4 Where an Event of Default referred to in sub-clauses 16.1(a), 16.1(b), 16.1(c), 16.1(d), 16.1(e), 16.1(h), 16.1(i), 16.1(k), 16.1(m), 16.1(o), 16.1(p) or 16.1(q) of the Loan Facility Agreement occurs, the Security Trustee or any Receiver may only exercise any of the powers referred to in this clause 15 after the expiration of five days after the Security Trustee has given the Borrower notice of the intention of the Security Trustee or the Receiver to do so.

16 RECEIVER

16.1 *Appointment of Receiver*

(a) At any time, or at any time after, an Event of Default has occurred and the security constituted by this Debenture has become enforceable, whether or not the Security Trustee has entered into or taken possession of the whole or any part of the Charged Property pursuant to this Debenture:

- (i) the Security Trustee may, in so far as is permitted by law, at its option, by writing under the hand of any authorised officer of the Security Trustee, appoint any person to be a receiver of the Charged Property and such person shall, with effect from the date of such appointment, be a "Receiver";

PROVIDED THAT this provision shall not apply solely by reason of the obtaining of a moratorium, or anything done with a view to obtaining a moratorium, by an eligible company (as defined in Schedule A1 of the Insolvency Act) under the Insolvency Act;

- (ii) the Security Trustee may, from time to time, in similar manner, remove the Receiver and appoint another in his place;
- (iii) the Security Trustee may, either at the time of appointment or at any time thereafter, fix the remuneration of the Receiver;
- (iv) the Security Trustee and any Nominee wheresoever situate may, without further notice and without the restrictions contained in section 103 of the Law of Property Act 1925 (Regulation of exercise of power of sale), exercise in respect of all or any part of the Shares and the Derivative Assets all the powers and rights exercisable by the registered holder of the Shares and the Derivative Assets and all other powers conferred on mortgagees by the Law of Property Act 1925 as varied or extended by this Debenture; and

- (v) the Security Trustee and any Nominee wheresoever situate may apply any dividends, interest or other payments received or receivable by the Security Trustee or by such Nominee in respect of the Shares and the Derivative Assets as if they were proceeds of a sale.

None of the restrictions imposed by the LPA in relation to the appointment of receivers, the giving of notice or otherwise shall apply.

- (b) The Receiver may from time to time delegate, by power of attorney or otherwise, to any person any of his powers and discretions, whether arising by statute, the provisions of this Debenture or otherwise, upon such terms and for such periods of time as he may in his discretion think fit and may from time to time terminate any such delegation. The Security Trustee shall not be liable to the Borrower for any loss or damage arising from any such delegate's act, default, neglect or misconduct of any nature whatsoever.

16.2 *Powers of Receiver*

The Receiver has all the powers to do or abstain from doing anything which the Borrower could do or abstain from doing in relation to the Charged Property including, without limitation the powers conferred by section 109 of the LPA (Appointment, powers, remuneration and duties of receivers) and, in the case of a Receiver who is an administrative receiver, the powers conferred by section 29 of the Insolvency Act (Definitions) and Schedule 1 to the Insolvency Act (Powers of administrator or administrative receiver), and in particular the Receiver may:

- (a) *Carry on business*

carry on, manage or concur in carrying on or managing the whole or any part of the business of the Borrower as he may in his discretion think fit;

- (b) *Protection of assets*

- (i) manage, insure, repair, decorate, maintain, alter, improve, renew or add to the Charged Property or concur in so doing;
- (ii) commence or complete any building operations on the Property;
- (iii) apply for and maintain any planning permissions, building regulations, approvals and any other permissions, consents or licences,

in each case as he may in his discretion think fit;

- (c) *Realisation of assets*

sell, exchange, convert into money and realise the Charged Property or concur in so doing by public auction or private contract and generally in such manner and on such terms as he may in his discretion think fit. Without prejudice to the generality of the foregoing, he may do any of these things for any valuable consideration including, without limitation, cash, shares, stock, debentures or other obligations. Any such consideration may be payable in a lump sum or by instalments spread over such period as he may in his discretion think fit;

- (d) *Let, hire or lease*

- (i) let, hire or lease (with or without premium) and accept surrenders of leases or tenancies or concur in so doing;

(ii) grant rights, options or easements over and otherwise deal with or dispose of, and exercise all rights, powers and discretions incidental to, the ownership of the Charged Property;

(iii) exchange or concur in exchanging the Charged Property,

in each such case in such manner and generally on such terms as he may in his discretion think fit, with all the powers of an absolute beneficial owner. The Receiver may exercise any such power by effecting such transaction in the name or on behalf of the Borrower or otherwise;

(e) *Borrowing*

for the purpose of exercising any of the powers, authorities or discretions conferred on him by or pursuant to this Debenture or of defraying any Costs (including, without limitation, his remuneration) which are incurred by him in the exercise of such powers, authorities or discretions or for any other purpose, to raise and borrow money or incur any other liability either unsecured or secured on the Charged Property, either in priority to the security constituted by this Debenture or otherwise, and generally on such terms as he may in his discretion think fit. No person lending such money is to be concerned to enquire as to the propriety or purpose of the exercise of such power or as to the application of any money so raised or borrowed;

(f) *Make calls*

make, or require the directors of the Borrower to make, such calls upon the shareholders of the Borrower in respect of any uncalled capital of the Borrower as the Receiver may in his discretion require and enforce payment of any call so made by action (in the name of the Borrower or the Receiver as the Receiver may in his discretion think fit) or otherwise;

(g) *Compromise*

(i) settle or compromise any claim by, adjust any account with, refer to arbitration any dispute with, and deal with any question or demand from, any person who is, or claims to be, a creditor of the Borrower, as he may in his discretion think fit; and

(ii) settle or compromise any claim, adjust any account, refer to arbitration any dispute and deal with any question or demand relating in any way to the Charged Property, as he may in his discretion think fit;

(h) *Proceedings*

bring, prosecute, enforce, defend and abandon all such actions, suits and proceedings in relation to the Charged Property as he may in his discretion think fit;

(i) *Subsidiaries*

(i) promote the formation of any Subsidiary of the Borrower with a view to such Subsidiary purchasing, leasing, licensing or otherwise acquiring an interest in the Charged Property;

(ii) arrange for the purchase, lease, licence or acquisition of an interest in the Charged Property by any such Subsidiary for any valuable consideration, including, without limitation, cash, shares, debentures, loan stock, convertible loan stock or other securities, profits or a sum calculated by reference to profits, turnover, royalties, licence fees or otherwise, whether

or not secured on the undertaking or assets of such Subsidiary and whether or not such consideration is payable or receivable in a lump sum or at any time or any number of times by instalments spread over such period, as the Receiver may in his discretion think fit; and

(iii) arrange for such Subsidiary to trade or cease to trade as the Receiver may in his discretion think fit;

(j) *Employees*

appoint and discharge any manager, officer, agent, professional adviser, employee and any other person, upon such terms as he may in his discretion think fit;

(k) *Receipts*

give valid receipts for all monies and execute all assurances and things which he may in his discretion think proper or desirable for realising the Charged Property;

(l) *General powers*

do all such other acts and things as the Receiver may in his discretion consider to be incidental or conducive to any of the matters or powers set out in this Debenture or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property.

16.3 *Receiver as agent of the Borrower*

The Receiver is at all times and for all purposes the agent of the Borrower. Subject to the provisions of the Insolvency Act, the Borrower is solely responsible for all the Receiver's acts, defaults, neglect and misconduct of any nature whatsoever and for his remuneration and Costs, to the exclusion of liability on the part of the Security Trustee.

16.4 *No obligation*

The Receiver is not obliged to exercise any of the powers set out in this clause.

16.5 *Several power*

Where more than one Receiver is appointed, each Receiver has the power to act severally unless the Security Trustee specifies otherwise in the appointment of such Receiver.

16.6 *Powers exercisable by the Security Trustee*

(a) The Security Trustee may exercise all powers granted to the Receiver by this Debenture, whether as attorney of the Borrower or otherwise.

(b) The powers of the Receiver set out above are in addition to, and without prejudice to, all statutory and other powers of the Security Trustee as provided in clause 15 (Statutory power of sale) or otherwise and so that, inter alia, such powers are and remain exercisable by the Security Trustee in respect of that part of the Charged Property in respect of which no appointment of a Receiver by the Security Trustee is from time to time subsisting.

16.7 *Application of proceeds*

The provisions of sections 99 to 109 inclusive of the LPA are varied and extended to the extent that all monies received by the Receiver be applied (subject to the provisions of the Enterprise Act 2002, in so far as they are applicable to this Debenture) in the following order:

(a) in full payment of his remuneration and the Costs of realisation including, without limitation, all Costs of, or incidental to, any exercise of any power referred to in this Debenture, including, without limitation, all outgoings paid by the Receiver;

- (b) providing for the matters specified in paragraphs (i) to (iii) inclusive of section 109 (8) of the LPA (Appointment, powers, remuneration and duties of receiver);
- (c) in or towards satisfaction of any debts or other imposts which are by statute made payable in preference to the Secured Liabilities to the extent to which such debts or imposts are made so payable;
- (d) if so required by the Security Trustee in its discretion, in or towards satisfaction of the Secured Liabilities; and
- (e) to the Borrower or any other person entitled to any surplus.

17 PROTECTION OF THIRD PARTIES

17.1 Any person (including, without limitation, any purchaser, mortgagor or mortgagee) (in this clause a "**purchaser**") dealing with the Security Trustee may assume without inquiry that:

- (a) some part of the Secured Liabilities has become due;
- (b) a demand for such Secured Liabilities has been duly made; and
- (c) such Secured Liabilities have become due within the meaning of section 101 of the LPA (Powers incident to estate or interest in a mortgage).

17.2 No purchaser dealing with the Receiver or the Security Trustee is to be concerned to enquire whether any power exercised or purported to be exercised by the Receiver or the Security Trustee has become exercisable, or as to the propriety or regularity of any sale by, or other dealing with, the Receiver or the Security Trustee. Any such sale or dealing is deemed to be within the powers conferred by this Debenture and to be valid and effective accordingly. All the protection to purchasers contained in section 104 (Conveyance on sale) and section 107 (Mortgagee's receipt, discharges etc.) of the LPA and section 42(3) of the Insolvency Act (Prohibition upon enquiry into administrative receiver's powers) apply to any purchaser.

18 NO LIABILITY AS MORTGAGEE IN POSSESSION

Mortgagee's liability

18.1 Neither the Security Trustee nor the Receiver is:

- (a) liable to account as mortgagee in possession in respect of the Charged Property; or
- (b) liable for any loss upon realisation or exercise of any power, authority or right of the Security Trustee or the Receiver arising under this Debenture, nor for any act, default, neglect, or misconduct of any nature whatsoever.

Possession

18.2 If the Security Trustee or the Receiver enters into possession of the Charged Property, such person may at any time go out of possession at the discretion of such person.

19 POWER OF ATTORNEY

19.1 The Borrower irrevocably appoints by way of security the Security Trustee, each person deriving title from the Security Trustee and the Receiver, jointly and severally to be its attorney (with full power to appoint substitutes and to sub delegate) for it, in its name, on its behalf and as its act and deed or otherwise to sign or execute any deed or document or do any act or thing which the Borrower is, or may become, obliged to sign, execute or do pursuant to this Debenture or which the Security Trustee, the Receiver or any person deriving title from the Security Trustee or the Receiver may in the discretion of such person

think fit in connection with the exercise of any of the powers of such person or the realisation of any security constituted by this Debenture.

- 19.2 Without prejudice to the generality of the foregoing, the Borrower unconditionally undertakes to the Security Trustee, and separately to the Receiver and to each person deriving title from the Security Trustee or the Receiver, that it shall ratify and confirm anything done or purported to be done in good faith and without negligence by any attorney appointed pursuant to this clause.

20 CUMULATIVE AND CONTINUING SECURITY

- 20.1 This Debenture is a continuing security to the Security Trustee regardless of any intermediate payment or discharge of the whole or any part of the Secured Liabilities and will not be prejudiced or affected by any act, omission or circumstance which, but for this clause, might affect or diminish its effectiveness.
- 20.2 The security constituted by this Debenture is in addition to, is not in substitution for, is without prejudice to, and does not merge with, any rights whatsoever which the Security Trustee may have, whether in respect of the Secured Liabilities or otherwise, including, without limitation, any rights arising under any other Security Interest, any bill, note, guarantee, contract or applicable rule of law.
- 20.3 Any receipt, release or discharge of the security constituted by, or of any liability arising under, this Debenture shall not release or discharge the Borrower from any liability which may exist independently of this Debenture to the Security Trustee.
- 20.4 Where the security constituted by this Debenture initially takes effect as a collateral or further security to any other Security Interest held by the Security Trustee then, notwithstanding any receipt, release or discharge given in respect of such other Security Interest, this Debenture shall take effect as an independent security for any monies, liabilities or other sums secured by such other Security Interest.

21 AVOIDANCE OF PAYMENTS

- 21.1 No assurance, security or payment which may be avoided under the law or subject to an order of the court made under any law relating to bankruptcy, insolvency, administration or winding up, including, without limitation, the Insolvency Act, and no release, settlement or discharge given or made by the Security Trustee on the faith of any such assurance, security or payment, prejudices or affects the right of the Security Trustee:
- (a) to recover any monies from the Borrower (including, without limitation, any monies which it is compelled to refund under Chapter X of Part IV (Malpractice before and during liquidation; penalisation of companies and company officers; investigations and prosecutions) of the Insolvency Act and any Costs payable by it incurred in connection with such process); or
 - (b) to enforce the security constituted by this Debenture to the full extent of the Secured Liabilities.
- 21.2 The Security Trustee (acting reasonably) may retain the security so created as security for the Secured Liabilities for a period of one month plus any statutory period within which any such assurance, security or payment can be avoided or invalidated notwithstanding any release, settlement, discharge or arrangement given or made by the Security Trustee.
- 21.3 If at any time within the period referred to in clause 21.2 any person takes any step whatsoever relating to (i) the winding up or administration of the Borrower; or (ii) any arrangement with the creditors of the Borrower, the Security Trustee may retain the whole or any part of the security constituted by this Debenture for such further period as the Security

Trustee may in its discretion think fit. Such security will be deemed to have been held and remained held by the Security Trustee as security for the payment to the Security Trustee of the Secured Liabilities.

22 PRIOR CHARGES

- 22.1 If there subsists any prior Security Interest against the Charged Property and either, any step is taken to exercise any power or remedy conferred by such Security Interest or the Security Trustee or the Receiver exercises any power of sale pursuant to this Debenture, the Security Trustee may redeem such prior Security Interest or procure the transfer of such Security Interest to itself and may settle and pass the accounts of the person entitled to such Security Interest. Any accounts so settled and passed are conclusive and binding on the Borrower.
- 22.2 The Borrower shall reimburse the Security Trustee for any Costs incurred by the Security Trustee in exercise of its rights under this clause.

23 OPENING A NEW ACCOUNT

- 23.1 If the Security Trustee receives notice of any subsequent Security Interest (other than a Permitted Security Interest) affecting the Charged Property, the Security Trustee may open a new account for the Borrower in its books.
- 23.2 If the Security Trustee does not open such new account, then, unless the Security Trustee gives express written notice to the contrary to the Borrower, all payments by or on behalf of the Borrower to the Security Trustee will be treated as from the time of receipt of notice of such subsequent Security Interest by the Security Trustee as having been credited to a new account of the Borrower and not as having been applied in reduction of the amount of the Secured Liabilities as at the time when the notice was received.

24 SUSPENSE ACCOUNT

The Security Trustee may, in its discretion credit to any suspense or impersonal interest-bearing account and hold in such account, on such terms as the Security Trustee may in its discretion think fit, all monies received, recovered or realised by the Security Trustee pursuant to this Debenture (including, without limitation, the proceeds of any conversion of currency) pending the application from time to time (as the Security Trustee may effect in its discretion) of such monies and accrued interest, if any, in or towards satisfaction of the Secured Liabilities.

25 PAYMENTS AND WITHHOLDING TAXES

- 25.1 All payments due to be made by the Borrower to the Security Trustee under this Debenture, whether of principal, interest or otherwise, shall be made without regard to any equities between the Borrower and the Security Trustee and free and clear of, and without deduction or withholding for, or on account of, any Taxes, except to the extent the Borrower is required by law to deduct or withhold any Taxes on any amounts payable hereunder. If at any time the Borrower is required to make any deduction or withholding in respect of Taxes from any payment due hereunder, then (subject to clause 25.2) the Borrower shall pay any such additional amount to the Security Trustee as is necessary to ensure that, after the making of such deduction or withholding, the Security Trustee receives on the due date for such payment (and retains, free from any liability in respect of such deduction or withholding) a net sum equal to the sum which it would have received had no such deduction or withholding been required to be made. The Borrower will use its best endeavours to obtain from the applicable authority as soon as possible after making such payment (to the extent they are issued by such authority) an official receipt or other appropriate evidence issued by such authority evidencing that the payment has been duly remitted to the appropriate authority

and shall furnish the Security Trustee within 10 days of receipt of the same such official receipt or evidence.

25.2 The Borrower shall not be obliged to make an increased payment to the Security Trustee under clause 25.1 in respect of any deduction or withholding for Taxes imposed in the United Kingdom from a payment due hereunder, if on the date on which the payment falls due:

- (a) the payment could have been made to the Security Trustee if it was a Qualifying Lender, but on that date the Security Trustee is not or has ceased to be a Qualifying Lender other than as a result of any change after the date of this Debenture in (or in the interpretation, administration, or application of) any law or Treaty, or any published practice or concession of any relevant taxing authority; or
- (b) the Security Trustee is a Treaty Lender and the Borrower is able to demonstrate that the relevant payment could have been made to the Security Trustee without such deduction or withholding if the Security Trustee had complied with its obligations under Clause 25.3.

25.3 If and for so long as the Security Trustee is a Treaty Lender, the Security Trustee and the Borrower shall co-operate in completing any procedural formalities necessary for the Borrower to obtain authorisation to make that payment without deduction or withholding for Taxes imposed in the United Kingdom.

25.4 The Security Trustee hereby represents and warrants to the Borrower that, as at the date of this Debenture, it is a Qualifying Lender.

26 CURRENCY

If any sum due from the Borrower hereunder or under any order or judgment given or made in relation hereto has to be converted from the currency (the "**first currency**") in which the same is payable hereunder or under such order or judgment into another currency (the "**second currency**") for the purpose of making or filing a claim or proof against the Borrower, obtaining an order or judgment in any court or other tribunal or enforcing any order or judgment given or made in relation hereto, the Borrower shall indemnify and hold harmless the Security Trustee from and against any loss suffered as a result of any difference between (x) the rate of exchange used for such purpose to convert the sum in question from the first currency into the second currency and (y) the rate of exchange at which the Security Trustee may in the ordinary course of business purchase the first currency with the second currency upon receipt of a sum paid to it in satisfaction in whole or in part, of any such order, judgment, claim or proof. Any amount due from the Borrower under this clause 26 shall be due as a separate debt and shall not be affected by judgment being obtained for any other sums due hereunder but it shall be secured, and the Security Trustee shall have all rights in relation to it, as if it formed part of the Loan. The term "**rate of exchange**" includes any premium or costs of exchange in connection with the purchase of the first currency with the second currency.

27 SET OFF

The Borrower agrees that the Security Trustee may at any time after the occurrence of an Event of Default without notice or further demand, notwithstanding any settlement of account or other matter whatsoever, combine or consolidate all monies then held by the Security Trustee and set-off any such sum against monies outstanding under the Facility Documents. Where such combination, set off or transfer requires the conversion of one currency into another, such conversion shall be calculated at the Exchange Rate for purchasing the currency for which the Borrower is liable, with the existing currency.

28 ASSIGNMENT

Neither the Security Trustee nor the Borrower may assign, transfer, novate or dispose of any of or any interest in, its rights and obligations under this Debenture, save as provided in clause 23 (Assignments and transfers by the Borrower) and clause 24 (Assignments and transfers by the Lenders) of the Loan Facility Agreement.

29 WAIVERS

No failure or delay or other relaxation or indulgence on the part of the Security Trustee to exercise any power, right or remedy shall operate as a waiver thereof nor shall any single or partial exercise or waiver of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy.

30 SEVERABILITY

Each of the provisions of this Debenture is distinct and severable from the others and if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

31 LAND REGISTRY

The Borrower hereby applies to the Chief Land Registrar to enter a restriction in the Proprietorship Registers of the registered titles (if any) of the Property or, in the case of the first registration of the whole or any part of the Property, against the Property, or both, of a restriction in the following form:

"Except under an order of the Registrar no disposition or dealing by the proprietor of the land is to be registered without the consent of the proprietor for the time being of the charge hereby created".

32 NOTICES

32.1 Each party may give any notice, demand or other communication under or in connection with this Debenture by letter, facsimile or comparable means of communication addressed to the other party at the address identified with its name below. Any such communication will be deemed to be given as follows:

- (a) if personally delivered, at the time of delivery;
- (b) if by pre-paid letter sent by Royal Mail Special Delivery, at noon on the Business Day following the day such letter was posted; and
- (c) if by facsimile transmission or comparable means of communication during the business hours of the addressee then on the day of transmission, otherwise on the next following Business Day.

32.2 In proving such service it shall be sufficient to prove that personal delivery was made or that such letter was properly stamped Royal Mail Special Delivery, addressed and delivered to the postal authorities or in the case of facsimile transmission or other comparable means of communication, that a confirming hard copy was provided promptly after transmission.

33 LAW

This Debenture is governed by and shall be construed in accordance with English law.

34 COUNTERPARTS AND DELIVERY

34.1 This Debenture may be executed in any number of counterparts, each of which is an original, and which together constitute one and the same document.

- 34.2 If this Debenture is executed in more than one counterpart, this Debenture is deemed to be delivered and has effect when:
- (a) each party other than the Security Trustee has executed a counterpart of this Debenture;
 - (b) each party other than the Security Trustee has handed over such counterpart to one of the other parties to this Debenture; and
 - (c) each of the counterparts has been dated.
- 34.3 If this Debenture is not executed in more than one counterpart, this Debenture is deemed to be delivered and has effect when each party other than the Security Trustee has executed this Debenture and this Debenture has been dated.
- 34.4 The execution (whether under hand or as a deed) or sealing of this Debenture by or on behalf of a party constitutes an authority to the solicitors or legal counsel acting for that party in connection with this Debenture, or any agent or employee of such solicitors or legal counsel, to deliver it as a deed on behalf of that party.
- 34.5 Each party to this Debenture agrees to be bound by this Debenture despite the fact that any other person which was intended to execute or to be bound does not do so or is not effectually bound and despite the fact that any Security Interest contained in this Debenture is terminated or becomes invalid or unenforceable against any other person whether or not such termination, invalidity or unenforceability is known to the Security Trustee.

35 DISCHARGE

When the Secured Liabilities have been irrevocably paid in full the Security Trustee will at the request and expense of the Borrower release this Debenture and the security created by it as reasonably directed by the Borrower.

36 THIRD PARTY RIGHTS

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

IN WITNESS whereof this Debenture has been executed and delivered as a deed on the date written at the beginning of this Debenture.

The Borrower

Signed as a deed by
for and on behalf of
Astex Therapeutics Limited

)
)
)

.....
Director

.....
Director/Secretary

Notice Details:

Address: 436 Cambridge Science Park
Milton Road
Cambridge
CB4 0QA
United Kingdom

Fax No: +44 1223 226201

Telephone No: +44 1223 226200

Attention: The Company Secretary

The Security Trustee

Signed as a deed by
for and on behalf of
Oxford Finance Corporation

)
)
)

.....
Authorised Signatory

.....
Authorised Signatory

Notice Details:

Address: 133 North Fairfax Street
Alexandria, VA 22314
USA

Fax No: +1 703 519 5225

Telephone No: +1 703 519 6015

Attention: Chad Norman/John Henderson

The Borrower

Signed as a deed by)
for and on behalf of)
Astex Therapeutics Limited)

.....
Director

.....
Director/Secretary

Notice Details:

Address: 436 Cambridge Science Park
Milton Road
Cambridge
CB4 0QA
United Kingdom

Fax No: +44 1223 226201

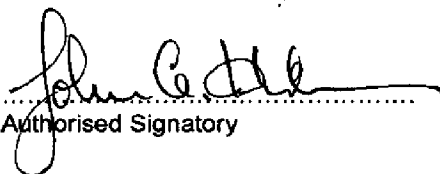
Telephone No: +44 1223 226200

Attention: The Company Secretary

The Security Trustee

Signed as a deed by)
for and on behalf of)
Oxford Finance Corporation)


.....
Authorised Signatory


.....
Authorised Signatory

Notice Details:

Address: 133 North Fairfax Street
Alexandria, VA 22314
USA

Fax No: +1 703 519 5225

Telephone No: +1 703 519 6015

Attention: Chad Norman/John Henderson

SCHEDULE 1

Key Intellectual Property

"Key Intellectual Property" is as follows:

Family	Official Title	Priority Date	Patent Countries
P0025	Pharmaceutical Compounds	03.07.03 24.10.03	National phase entry derived from PCT application WO 2005/002552 in AU, CA, CN, EP, HK, IL, IN, JP, KR, MX, NZ, US, ZA Non-PCT TW application 93120042
P0055	Pharmaceutical Compounds	30.12.04	National phase entry derived from PCT application WO 2006/070195 in AU, BR, CA, CN, EP, HK, IL, IN, JP, KR, MX, NZ, NO, RU, SG, US, ZA Non-PCT TW application 94147642
P0098	Pharmaceutical Compounds	30.12.05 29.06.06	PCT application WO 2007/077435
P0117	Pharmaceutical Combinations	29.06.06	PCT application PCT/GB2007/002447
P0118	Pharmaceutical Combinations	29.06.06	PCT application PCT/GB2007/002428
P0075	Pharmaceutical Compounds	13.04.05 01.03.06	National phase entry derived from PCT application WO 2006/109085 in AU, BR, CA, CN, EP, IL, IN, JP, KR, MX, NO, NZ, RU, SG, US, ZA Non-PCT TW application No. 95113215 USSN 11/680,805 US continuation of PCT/GB2006/001382 USSN 11/680,830 US continuation of PCT/GB2006/001382 USSN 11/680,818 US national filing from US provisional 60/777,989
P0128	Pharmaceutical Compounds	12.10.06	PCT application number awaited Non-PCT TW application number awaited
P0129	Pharmaceutical Compounds	12.10.06	PCT application number awaited
P0130/P0131	Pharmaceutical Compounds	12.10.06	PCT application number awaited
P0132/P0132	Pharmaceutical Compounds	12.10.06	PCT application number awaited
P0133	Pharmaceutical Compounds	12.10.06	PCT application number awaited
P0134	Pharmaceutical Compounds	12.10.06	PCT application number awaited

SCHEDULE 2

Excluded Intellectual Property

For the purposes of this Debenture, "Excluded Intellectual Property" shall include:

- (a) all Intellectual Property expressly set out in this Schedule 2; and
- (b) all Intellectual Property presently or in the future owned by the Borrower that (i) relates to either the "AT9311" compound and/or the "AT7519" compound and (ii) is licensed by the Borrower to Novartis International Pharmaceutical Limited ("Novartis") pursuant to the collaboration and licence agreement between the Borrower and Novartis dated 2nd December 2005.

Family	Official Title	Priority Date	Patent Countries
P0021	Pharmaceutical Compounds	22.07.03 10.05.04	National phase entry derived from PCT application WO 2005/012256 in AE, AU, BR, CA, CN, CO, DZ, EC, EG, EP, HK, ID, IL, IN, IS, JP, KR, MA, MX, NO, NZ, PH, RU, SG, TN, US, ZA Non-PCT TW application 93121972
P0052	Pharmaceutical Compounds	21.1.05 22.1.05	National phase entry derived from PCT application WO 2006/077246 in AE, AU, BR, CA, CN, CO, DZ, EC, EG, EP, HK, HR, ID, IL, IN, JP, KR, MA, MX, NO, NZ, PH, RU, SG, TN, US, ZA Non-PCT AR, CL, GT, IQ, JO, LB, MT, MY, PE, PK, SA, TH, TW, VE
P0058	Pharmaceutical Compounds	21.01.05 22.01.05 27.01.05 09.02.05	National phase entry derived from PCT application WO 2006/077416 in AE, AU, BR, CA, CN, CO, DZ, EC, EG, EP, HK, HR, ID, IL, IN, JP, KR, MA, MX, NO, NZ, PH, RU, SG, TN, US, ZA Non-PCT AR, CL, GT, IQ, JO, LB, MT, MY, PE, PK, SA, TH, TW, VE
P0064	Pharmaceutical Compounds	21.01.05	National phase entry derived from PCT application WO 2006/077424 in AU, BR, CA, CN, EP, IN, JP, KR, MX, RU, US
P0069	Pharmaceutical Compounds	21.01.05	National phase entry derived from PCT application WO 2006/077428 in AU, BR, CA, CN, EP, IN, JP, KR, MX, RU, US
P0073	Pharmaceutical Compounds	21.01.05	National phase entry derived from PCT application WO 2006/077425 in AU, BR, CA, CN, EP, IN, JP, KR, MX, RU, US
P0093	Pharmaceutical Compounds	21.01.05	National phase entry derived from PCT application WO 2006/077419 in AE, AU, BR, CA, CN, CO, DZ, EC, EG, EP, HK, HR, ID, IL, IN, JP, KR, MA, MX, NO, NZ, PH, RU, SG, TN, US, ZA Non-PCT AR, CL, GT, IQ, JO, LB, MT, MY, PE, PK, SA, TH, TW, VE

P0094	Pharmaceutical Compounds	21.01.05	National phase entry derived from PCT application WO 2006/077414 in AE, AU, BR, CA, CN, CO, DZ, EC, EG, EP, HK, HR, ID, IL, IN, JP, KR, MA, MX, NO, NZ, PH, RU, SG, TN, US, ZA
P0115	Pharmaceutical Compound		Non-PCT AR, CL, GT, IQ, JO, LB, MT, MY, PE, PK, SA, TH, TW, VE
P0116	Pharmaceutical Combinations		
P0124	Pharmaceutical Compounds		
P0126	Pharmaceutical Compounds	20.07.06	GB application 0614456.2
P0127	Pharmaceutical Compounds		
P0046	Pharmaceutical Compounds	25.10.04 24.05.05	National phase entry derived from PCT application WO 2006/046023 in EP, US, JP Non-PCT AR, BD, CL, MT, MY, PK, SA, TH, TW, UY, VE
P0050	Pharmaceutical Compounds	25.10.04 24.05.05	National phase entry derived from PCT application WO 2006/046024 in EP, US, JP Non-PCT AR, BD, CL, MT, MY, PK, SA, TH, TW, UY, VE
P0105/106	Pharmaceutical Compound	25.04.06	GB0608175.6 and GB0608185.5
P0107/108	Pharmaceutical Compound	25.04.06	GB0608176.4 and GB0608179.8
P0109/110	Pharmaceutical Compound	25.04.06	GB0608178.0 and GB0608172.3
P0111	Pharmaceutical Compound	25.04.06	GB0608162.4
P0113	Pharmaceutical Compound	25.04.06	GB0608184.8
P0138	Pharmaceutical Compounds	21.12.06	GB0625668.9
P0141	Pharmaceutical Compounds	21.12.06	GB0625682.0
P0027	Compounds	12.09.03	
P0043	Substituted aminopyridines and uses thereof	14.12.04 24.05.05	National phase entry derived from PCT application WO 2006/065204 in CN, EP, IN, JP, US
P0044	Substituted amino-pyridinones and uses thereof	15.10.04	National phase entry derived from PCT application WO2006/041404 in CN, EP, IN, JP, US
P0054	Substituted amino-pyridinones and uses thereof	15.10.04	National phase entry derived from PCT application WO2006/041405 in CN, EP, IN, JP, US
P0089	Compounds and Uses Thereof	15.11.05	PCT application WO 2007/058580
P0090	Compounds and Uses Thereof	15.11.05	PCT application WO 2007/058583
P0091	Compounds and Uses Thereof	15.11.05	Non-PCT AR, CL, GCC, MT, PK, TH, TW, UY, VE
P0092	Compounds and Uses Thereof	15.11.05	PCT application WO 2007/058581
P0096	Compounds and Uses Thereof	15.11.05	PCT application WO 2007/058582
	Compounds and Uses Thereof	21.11.05	PCT application WO 2007/058601
P0097	New Compounds	21.11.05 22.06.06	PCT application WO 2007/058602 Non-PCT AR, CL, GCC, MT, PK, TH, TW, UY, VE

P0099	Chemical Compounds	19.12.05	PCT application WO 2007/073284 Non-PCT AR, CL, GCC, MT, PK, TH, TW, UY, VE
P0103	New Compounds		
P0104	New Compounds		
P0119	New Compounds I		
P0120	New Compounds II		
P0121	New Compounds III		
P0122	New Compounds IV		
P0123	New Compounds		
P0136	New Compounds		
P0137	New Compounds		
P0146	New Compounds		
P0147	New Compounds		
P0148	New Compounds		
P0149	New Compounds		
P0150	New Compounds		
P0151	New Compounds		
P0051	Pharmaceutical Compounds	22.10.04	National phase entry derived from PCT application WO 2006/043090 in AU, BR, CA, CN, EP, IN, JP, NO, NZ, US, ZA
P0112	Pharmaceutical Compounds	26.04.06	GB 0608268.9

SCHEDULE 3

Joint Intellectual Property

"Joint Intellectual Property" is as follows:

Family	Official Title	Priority Date	Patent Countries
P0126	Pharmaceutical Compounds	20.07.06	GB application 0614456.2
P0033	Pharmaceutical Compounds	23.12.03 08.06.04	National phase entry derived from PCT application WO 2005/061463 in AU, BR, CA, CN, CO, EG, EP, HK, ID, IL, IN, JP, KR, MX, NO, NZ, PH, RU, SG, UA, US, ZA Non-PCT AR, BD, CL, MT, MY, PK, SA, TH, TW, UY, VE
P0046	Pharmaceutical Compounds	25.10.04 24.05.05	National phase entry derived from PCT application WO 2006/046023 in EP, US, JP Non-PCT AR, BD, CL, MT, MY, PK, SA, TH, TW, UY, VE
P0047	Pharmaceutical Compounds	9.11.04	National phase entry derived from PCT application WO 2006/051290 in EP, US, JP Non-PCT AR, BD, CL, MT, MY, PK, SA, TH, TW, UY, VE
P0050	Pharmaceutical Compounds	25.10.04 24.05.05	National phase entry derived from PCT application WO 2006/046024 in EP, US, JP Non-PCT AR, BD, CL, MT, MY, PK, SA, TH, TW, UY, VE
P0078	Pharmaceutical Compounds	21.06.05	PCT application WO 2006/136823
P0079	Pharmaceutical Compounds	21.06.05 22.03.06	PCT application WO 2006/136829
P0080	Pharmaceutical Compounds	21.06.05 03.04.06	PCT application WO 2006/136830 Non-PCT AR CL MT, MY PK SA, TH TW UY, VE
P0081	Pharmaceutical Compounds	22.06.05	PCT application WO 2006/136821
P0083	Pharmaceutical Compounds	23.06.05	PCT application WO 2006/136837
P0105/106	Pharmaceutical Compound	25.04.06	GB0608175.6 and GB0608185.5
P0107/108	Pharmaceutical Compound	25.04.06	GB0608176.4 and GB0608179.8
P0109/110	Pharmaceutical Compound	25.04.06	GB0608178.0 and GB0608172.3
P0111	Pharmaceutical Compound	25.04.06	GB0608162.4
P0113	Pharmaceutical Compound	25.04.06	GB0608184.8
P0138	Pharmaceutical Compounds	21.12.06	GB0625668.9
P0139	Pharmaceutical Compounds	20.12.06	GB0625433.8
P0140	Pharmaceutical Compounds	20.12.06	GB0625431.2
P0141	Pharmaceutical Compounds	21.12.06	GB0625682.0

P0145	Pharmaceutical Compounds	14.03.07	GB0704932.3 and USSN 60/894,752
P0027	Compounds	12.09.03	
P0043	Substituted aminopyridines and uses thereof	14.12.04 24.05.05	National phase entry derived from PCT application WO 2006/065204 in CN, EP, IN, JP, US
P0044	Substituted amino-pyridinones and uses thereof	15.10.04	National phase entry derived from PCT application WO2006/041404 in CN, EP, IN, JP, US
P0054	Substituted amino-pyridinones and uses thereof	15.10.04	National phase entry derived from PCT application WO2006/041405 in CN, EP, IN, JP, US
P0089	Compounds and Uses Thereof	15.11.05	PCT application WO 2007/058580
P0090	Compounds and Uses Thereof	15.11.05	PCT application WO 2007/058583
P0091	Compounds and Uses Thereof	15.11.05	Non-PCT AR, CL, GCC, MT, PK, TH, TW, UY, VE
P0092	Compounds and Uses Thereof	15.11.05	PCT application WO 2007/058581
P0096	Compounds and Uses Thereof	15.11.05	PCT application WO 2007/058582
P0097	New Compounds	21.11.05	PCT application WO 2007/058601
P0099	Chemical Compounds	21.11.05 22.06.06 19.12.05	PCT application WO 2007/058602 Non-PCT AR, CL, GCC, MT, PK, TH, TW, UY, VE PCT application WO 2007/073284 Non-PCT AR, CL, GCC, MT, PK, TH, TW, UY, VE
P0103	New Compounds		
P0104	New Compounds		
P0119	New Compounds I		
P0120	New Compounds II		
P0121	New Compounds III		
P0122	New Compounds IV		
P0123	New Compounds		
P0136	New Compounds		
P0137	New Compounds		

P0146	New Compounds			
P0147	New Compounds			
P0148	New Compounds			
P0149	New Compounds			
P0150	New Compounds			
P0151	New Compounds			
P0051	Pharmaceutical Compounds	22.10.04	National phase entry derived from PCT application WO 2006/043090 in AU, BR, CA, CN, EP, IN, JP, NO, NZ, US, ZA	
P0112	Pharmaceutical Compounds	26.04.06	GB 0608268.9	