

# M

CHFP010

Please do not write in  
this margin

COMPANIES FORM No. 403a

## Declaration of satisfaction in full or in part of mortgage or charge

# 403a

Pursuant to section 403(1) of the Companies Act 1985

Please complete  
legibly, preferably in  
black type, or bold  
block letteringTo the Registrar of Companies  
(address overleaf)

For official use

Company Number

Name of company

21

01523421

\* Insert full name of  
company

\* Abermed International Limited

I, James Miller

of Abermed International Limited

† delete as  
appropriate[a director]~~[the secretary]~~~~[the administrator]~~~~[the administrative receiver]~~† of the above company, do  
solemnly and sincerely declare that the debt for which the charge described below was given has  
been paid or satisfied in **[full]**~~[part]~~†# insert a  
description of the  
instrument(s)  
creating or  
evidencing the  
charge, eg  
'Mortgage',  
'Charge',  
Debenture' etc

Date and description of charge # 09.06.04 Debenture containing Fixed and Floating Charges

Date of registration ☒ 16 June 2004Name and address of [chargee]~~[trustee for the debenture holders]~~† Bank of Scotland plc,

The Mound, Edinburgh, EH1 1YZ

☒ the date of  
registration may  
be confirmed  
from the  
certificate

Short particulars of property charged \$ See continuation sheet

§ insert brief details  
of propertyAnd I make this solemn declaration conscientiously believing the same to be true and by virtue of the  
provisions of the Statutory Declarations Act 1835.Declared at ABERDEEN

Declarant to sign below

on

Day Month Year  
23 02 2009

before me

~~A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor  
having the powers conferred on a Commissioner for Oaths.~~Presenter's name, address  
and reference (if any):Ledingham Chalmers LLP  
Johnstone House  
52-54 Rose Street  
Aberdeen  
AB10 1HA  
Ref: SCA

For official use (02/06)

Mortgage Section

Post room

WEDNESDAY



\*ATMD5702\*

A14

25/02/2009

133

COMPANIES HOUSE

## **Notes:**

The address of the Registrar of Companies is:-

The Registrar of Companies  
Companies House  
Crown Way  
Cardiff  
CF14 3UZ

**DX: 33050 Cardiff**

**Abermed International Limited – Continuation Sheet – Form 403a**

All the undertaking, property and assets of the Company whatsoever and wheresoever, present and future, as specified in the attached Schedule, which also contains covenants by and restrictions on the Company which protect and further define the charges and must be read as one with the charges.

## Particulars of a mortgage or charge

Name of Company {}

Number of Company {}

### SCHEDULE OF CHARGES, COVENANTS AND RESTRICTIONS

contained in a Debenture in favour of the Bank of Scotland dated {} 19 {}

#### Charges

1. by way of legal mortgage all the freehold and leasehold property of the Company now vested in it whether or not the title thereto is registered at H.M. Land Registry together with all buildings and fixtures (including trade and tenant's fixtures) now and hereafter thereon and all plant and machinery now and hereafter annexed thereto for whatever purpose;
2. by way of fixed charge all freehold and leasehold property hereafter belonging to the Company together with all buildings and fixtures (including trade and tenant's fixtures) thereon and all plant and machinery annexed thereto for whatever purpose;
3. by way of fixed charge all interests not thereinbefore effectively charged now or hereafter belonging to the Company in or over land or the proceeds of sale and land all licences now or hereafter held by the Company is or may become party or otherwise entitled and all trade and tenant's fixtures plant and machinery now and hereafter annexed for whatever purpose to all freehold and leasehold property an interest in which stands charged thereunder;
4. by way of fixed charge all the goodwill and uncalled capital for the time being of the Company;
5. by way of fixed charge all stocks shares and other securities now or hereafter owned (whether at law or equity) by the Company and all rights and interests of the Company in and claims under all policies of insurance and assurance now or hereafter held by or insuring to the benefit of the Company;
6. by way of fixed charge all patents, trade marks, patent applications, brand names, copyrights, rights in the nature of copyright, registered designs and other intellectual property rights and agreements relating to the use by the Company of patents and trade marks to which the Company is now or may hereafter become entitled and all agreements under which the Company is now or may become entitled to the payment of any royalty fee or similar income;
7. by way of fixed charge all book and other debts of the Company whether now or hereafter existing and whether presently payable falling due for payment and all rights and claims of the Company against third parties now or hereafter existing and capable of being satisfied by the payment of money (save as described in 5 above);
8. by way of floating charge all the undertaking, property and assets of the Company whatsoever and and wheresoever present and future of the Company not thereinbefore effectively charged by way of fixed charge including (without limitation) any immovable property of the Company situate in Scotland and any assets falling within any of the types mentioned in 3 to 7 above inclusive situate in Scotland but so that the Company is not to be at liberty to create otherwise than in favour of the Bank any mortgage or fixed or floating charge or other security upon and so that no lien (other than a lien arising through operation of law in the ordinary course of business shall in any case or in any manner arise on or affect any part of such assets either in priority to or pari passu with the floating charge thereby created and further that the Company shall have no power without the consent of the Bank to part with or dispose of any part of such assets except by way of sale in the ordinary course of its business.

#### Conversion into fixed charge

The Bank may from time to time by notice in writing to the Company convert the floating charge into a fixed charge as regards any assets thereby as specified in any such notice and such floating charge shall automatically be converted into a fixed charge:-

1. in respect of any assets which shall become subject to a fixed charge in favour of any other person or to a disposition otherwise than by way of sale in the ordinary course of the Company's business immediately such charge or disposition; and
2. in respect of all the assets thereby charged if and when the Company shall cease to carry on business or to be a going concern;

but so that this provision shall not apply to any assets situate in Scotland

#### **Restriction on charges and disposals**

The Company may not without the previous written consent of the Bank create or purport or attempt to create any mortgage charge or encumbrance on any freehold or leasehold property of the Company or any other asset subject to a fixed charge under the Debenture nor in any way dispose of the equity of redemption thereof or any interest therein.

#### **Control of moneys received**

The Company must pay into the Companys account with the Bank or as the Bank may direct all moneys which it may receive in respect of any policies of insurance royalties or book and other debts or any other of the rights and claims charged to the Bank under 5, 6 and 7 above and until such payment hold all moneys so received upon trust for the Bank and may not without the prior written consent of the Bank charge factor discount or assign any of the said policies royalties debts rights or claims in favour of any other person or purport so to do.

#### **Redemption or purchase of own shares**

The Company may not without the previous written consent of the Bank redeem or purchase any of its own shares or issue any redeemable shares.