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COMPANIES FORM No. 395

150041/91

Particulars of a mortgage or charge

395

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

CHFP025

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

[13]

2117205

Name of company

* Egton Medical Information Systems Limited (the "Chargor")

Date of creation of the charge

4 April 2008

Description of the instrument (if any) creating or evidencing the charge (note 2)

Legal Mortgage (the "Mortgage")

Amount secured by the mortgage or charge

1 The Chargor has agreed that it will on the date when payment or discharge becomes due:

1.1 pay to the Bank all sums of money which the Chargor may at the date of the Mortgage or thereafter owe to the Bank, and

1.2 discharge all liabilities which the Chargor may at the date of the Mortgage or thereafter owe to the Bank

2 The Chargor's agreement to pay all sums of money and discharge all liabilities described in paragraph 1 above shall include sums and liabilities.

(continued in addendum 2/4)

Names and addresses of the mortgagees or persons entitled to the charge

Clydesdale Bank PLC (trading as Yorkshire Bank) of 30 St Vincent Place, Glasgow (the "Bank")

Postcode G1 2HL

Presenter's name address and reference (if any)

Hammonds
2 Park Lane
Leeds
LS3 1ES

TXT1/CLY 23-64

Time critical reference

For official Use (02/06)

Mortgage Section

Post room

TUESDAY



A2R8FYPD

A14

08/04/2008

215

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

As security for the payment and discharge of the Secured Obligations and all other sums of money and liabilities owed under the Mortgage, with full title guarantee

- 1 The Chargor has charged the Property to the Bank by way of legal mortgage
- 2 The Chargor has assigned to the Bank the Related Rights
- 3 The Chargor has assigned to the Bank the goodwill belonging to the Chargor of all businesses from time to time carried on or at the Property with the benefit of all Permits which the Chargor may hold in connection with such businesses

(continued in addendum 4/4)

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

5
25

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Hammond

Date

7/4/08

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

A fee is payable to Companies House in respect of each register entry for a mortgage or charge (See Note 5)

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ

Name of company

*insert full name
of Company

* Egton Medical Information Systems Limited (the "Chargor")

Addendum 1/4

1 Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

- 2 1 due or owing by the Chargor alone and/or jointly with any other person,
- 2 2 owed as guarantor, indemnifier or security giver for any other person,
- 2 3 which may or may not become payable depending on the outcome of future events including any sums and liabilities which would become payable on demand by the Bank,
- 2 4 owed by the Chargor to another person, the rights to which have been transferred to the Bank,
- 2 5 owed on current or any other account
- 3 The Chargor's agreement to pay all sums of money and discharge all liabilities described in paragraph 1 above also includes
 - 3 1 Interest, and
 - 3 2 Costs

(the "Secured Obligations")

Addendum 3/4

3 Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

- 4 The Chargor has also charged to the Bank
 - 4 1 by way of fixed charge the equipment and goods (if any) listed in Box C of the Mortgage and all other fixtures, fittings, plant and machinery which may from time to time be erected on or affixed to the Property, and
 - 4 2 by way of floating charge all other movable plant, machinery, furniture, equipment, goods and other effects which are from time to time on the Property

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Note 1 - Negative Pledge

The Chargor will not

- 1 create or allow any Encumbrance on the Property,
- 2 without obtaining the Bank's written consent, grant or agree to grant any Lease or licence in respect of the Property or part with or share possession or occupation of the Property or grant or agree to grant any legal or equitable right or interest of any kind over the Property,
- 3 accept or agree to accept from any tenant or licensee any surrender of any Lease or licence of the Property,
- 4 waive or vary the terms of any Lease or licence of the Property
- 5 without obtaining the Bank's written consent, dispose of the Property, or where the Property comprises any Lease or licence, surrender or agree to surrender it

Note 2

The Mortgage is a continuing security

Note 3 - Definitions

"Costs" means banking charges and all costs and expenses (including the Bank's own internal management and administrative costs and legal costs on a full indemnity basis) incurred by the Bank or any receiver appointed by the Bank in exercising its rights or the receiver's rights under the Mortgage, calculated as agreed between the Bank and the Chargor, or if there is no agreement, in accordance with the Bank's current practice from time to time

"Encumbrance" means any mortgage, charge, pledge, lien, assignment by way of security or other security interest of any kind

"Interest" means interest at the applicable rate or rates the Banks agrees with the Chargor from time to time in respect of any sum of money or liability, and if no rate has been agreed between the Bank and the Chargor for any particular sum of money or liability, interest at such rate as the Bank may select from the rates agreed between the Bank and the Chargor in respect of any other sum of money or liability, in all circumstances, computed and compounded as agreed between the Bank and the Chargor, or if there is no agreement, in accordance with the Bank's current practice from time to time, both before and after any judgment is obtained by the Bank

"Lease" means any lease, tenancy or agreement for lease

"Permits" means any permit mentioned in paragraph 5 1 7 of the Mortgage

"Property" means

(a) Fulford Grange, Micklefield Road, Rawdon, Leeds, LS19 6BA registered at the Land Registry under title number WYK512537 and includes any interest the Chargor may have in

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such property and all or any part or parts of such property,

(b) the goodwill assigned to the Bank by Clause 2 3 of the Mortgage (as described in paragraph 3 above), and

(c) the assets charged to the Bank by Clause 2 4 of the Mortgage (as described in paragraph 4 above)

"Related Rights" means

(a) any option to purchase or right of pre-emption to acquire the freehold or superior leasehold or to have a new Lease of the Property,

(b) any proceeds of sale, letting or other disposition of the Property,

(c) any guarantees, insurances or compensation monies relating to the Property or any Permit,

(d) any share or membership rights in a residents' association or management company relating to the Property, and

(e) any other benefit or right of any kind relating to the Property, its use, construction or title



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

Pursuant to section 401(2) of the Companies Act 1985

COMPANY NO. 2117205
CHARGE NO. 3

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED 4
APRIL 2008 AND CREATED BY EGTON MEDICAL
INFORMATION SYSTEMS LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
CLYDESDALE BANK PLC (T/A YORKSHIRE BANK) ON ANY
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 8
APRIL 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 APRIL 2008

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES