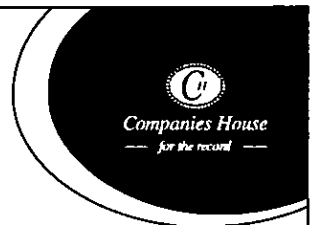


001690/13.

In accordance with
Section 860 of the
Companies Act 2006

MG01

Particulars of a mortgage or charge

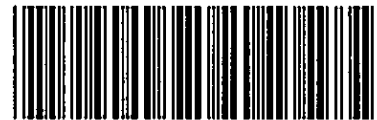


A fee is payable with this form
We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

☒ **What this form is NOT for**
You cannot use this form to
particulars of a charge for a
company. To do this, please
use form MG01s

TUESDAY



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02/08/2011

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COMPANIES HOUSE

For official use

1 Company details

Company number 0 3 4 7 4 8 9 2

Company name in full ARTHUR WOOD LIMITED (the "Company")

→ Filling in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation 1 5 0 7 2 0 1 1

3 Description

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

Description Fixed and floating security agreement (the "Security Agreement") dated as of 15 July 2011 granted
by, amongst others, the Company in favour of JPMorgan Chase Bank, N.A. as security agent for the
benefit of the First Lien Secured Parties (the "Security Agent"), which expression includes its
successors in title, permitted assigns and permitted transferees. Please see Continuation Sheet 2
for Definitions

4 Amount secured

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

Amount secured 4
10
/ The "Liabilities", which are defined in the Security Agreement as all
present and future moneys, debts and liabilities due, owing or
incurred in respect of a First Lien Obligation or in respect of the
Chargor's obligations under any Secured Credit Document to which it
is party, in each case whether alone or jointly, or jointly and severally,
with any other person, whether actually or contingently and whether
as principal, surety or otherwise (including all liabilities arising out of
any extension, variation, modification, restated or novation of such
Secured Credit Documents whatsoever)

Continuation page

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

MG01

Particulars of a mortgage or charge

5

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

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

Name JPMorgan Chase Bank, N A as security agent for the benefit of the

Address 383 Madison Avenue

New York, NY, United States of America

Postcode N Y 1 0 1 7 9

Name

Address

Postcode

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

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars Please see attached Continuation Sheet 1

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

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95

MG01

Particulars of a mortgage or charge

| | | |
|----------------------------------|---|--|
| 7 | Particulars as to commission, allowance or discount (if any) Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered. | |
| Commission allowance or discount | Nil | |
| 8 | Delivery of instrument You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870). We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK). | |
| 9 | Signature Please sign the form here <div style="border: 1px solid black; padding: 5px;"> Signature <div style="display: flex; align-items: center;"> X Simon Thaker & Buckle LLP X </div> </div> This form must be signed by a person with an interest in the registration of the charge | |

MG01

Particulars of a mortgage or charge



Presenter information

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

Contact name Richard Rees

Company name Simpson Thacher & Bartlett LLP

Address Citypoint

One Ropemaker Street

Post town London

County/Region London

Postcode E C 2 Y 9 H U

Country UK

DX N/A

Telephone 020 7275 6526



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

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



Important information

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



How to pay

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

Make cheques or postal orders payable to 'Companies House'



Where to send

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

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

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

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

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

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

MG01 - continuation page

Particulars of a mortgage or charge

| | |
|-------------------|---|
| 6 | Short particulars of all the property mortgaged or charged |
| | Please give the short particulars of the property mortgaged or charged |
| Short particulars | <p>CONTINUATION SHEET 1 (DETAILS OF PROPERTY MORTGAGED OR CHARGED)</p> <p>1 FIXED CHARGES</p> <p>The Company, with full title guarantee and as security for the payment of all Liabilities, charged in favour of the Security Agent (as trustee for the First Lien Secured Parties)</p> <p>(a) by way of first legal mortgage, all of the <u>Real Property</u> (if any) in England and Wales (including that described in SCHEDULE 3 (Real Property) to the Security Agreement and set out in Note B to this Continuation Sheet 1) at the date of the Security Agreement or thereafter belonging to it,</p> <p>(b) by way of first fixed equitable charge, all other charge, all estates or interest in any Real Property at the date of the Security Agreement or thereafter belonging to it and all Real Property acquired by it in the future, and</p> <p>(c) by way of first fixed charge, all its present and future</p> <p>(i) <u>Book Debts</u>,</p> <p>(ii) <u>Bank Accounts</u></p> <p>(iii) Investments (including the shares described in SCHEDULE 4 (Investments) to the Security Agreement and as set out in Note C to this Continuation Sheet 1) and all rights relating to the Investments (including all economic rights such as Dividends, distributions, interest paid or payable and any rights, moneys or property accruing or offered or in relation to any shares by way of redemption, substitution, exchange, bonus or preference),</p> <p>(iv) uncalled capital and goodwill,</p> <p>(v) Intellectual Property (if any) (including that described in SCHEDULE 5 (Intellectual Property) to the Security Agreement and as set out in Note D to this Continuation Sheet 1),</p> <p>(vi) beneficial interest in any pension fund (to the extent permitted as a matter of law), and</p> <p>(vii) all plant and machinery (except that mortgaged or charged by paragraph (a) or (b) above (but including that described in SCHEDULE 6 (Plant and Machinery) of the Security Agreement and as set out in Note E to this Continuation Sheet 1</p> |

MG01 - continuation page

Particulars of a mortgage or charge

| | | |
|-------------------|---|--|
| 6 | Short particulars of all the property mortgaged or charged | |
| | Please give the short particulars of the property mortgaged or charged | |
| Short particulars | <p>CONTINUATION SHEET 1 (DETAILS OF PROPERTY MORTGAGED OR CHARGED)</p> <p>2 FLOATING CHARGE</p> <p>2 1 Creation</p> <p>The Company with full title guarantee and as security for the payment of all Liabilities charged in favour of the Security Agent (as trustee for the First Lien Secured Parties) by way of first floating charge its undertaking and all its assets both present and future (including assets expressed to be charged or assigned by paragraph 1 (Fixed Charges) above or assigned by paragraph 3 (Assignment) below)</p> <p>3 ASSIGNMENT</p> <p>The Company, with full title guarantee and as security for the payment of all Liabilities assigned in favour of the Security Agent (as trustee for the First Lien Secured Parties)</p> <p>(a) Assigned Contracts right, title and interest in and to the Assigned Contracts, including all moneys payable to the Chargor, and any claims, awards and judgments in favour of receivable or received by the Chargor, under or in connection with pursuant to the Assigned Contracts, and</p> <p>(b) Insurances right, title and interest in and to all Insurances and all proceeds in respect of Insurances and all benefits of Insurances (including all claims relating to, and all returns of premium in respect of, Insurances)</p> | |

MG01 - continuation page

Particulars of a mortgage or charge

| 6 | Short particulars of all the property mortgaged or charged |
|-------------------|---|
| | Please give the short particulars of the property mortgaged or charged |
| Short particulars | <p>CONTINUATION SHEET 2</p> <p>In this Form, except to the extent that the context requires otherwise</p> <p>"Administrative Agent" means JPMorgan Chase Bank, N A as authorized representative for the Credit Agreement Secured Parties (in such capacity and together with its successors in such capacity)</p> <p>"Administrator" means an administrator appointed under Schedule B1 to the Insolvency Act 1986</p> <p>"Assigned Contracts" means the contracts listed in Schedule 7 (Assigned Contracts) to the Security Agreement and as set out in Note F to Continuation Sheet 1) or any of them</p> <p>"Bank Accounts" means all current, deposit or other accounts with any bank or financial institution in which the Chargor now or in the future has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of or accrued or accruing on those accounts</p> <p>"Bankruptcy Case" means a bankruptcy case under the Bankruptcy Code</p> <p>"Bankruptcy Code" means title 11 of the United States Code, as amended</p> <p>"Book Debts" means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), now or in the future due, owing or payable to the Chargor and the benefit of all related negotiable instruments, rights, security, guarantees and indemnities of any kind</p> <p>"Borrower" means, together, ConvaTec Inc, a Delaware corporation, ConvaTec Healthcare E S A, a Luxembourg public limited liability company (société anonyme limitée) under the laws of the Grand Duchy of Luxembourg, ConvaTec Dominican Republic, Inc, a Delaware corporation, ConvaTec Limited, a company incorporated in England and Wales, ConvaTec Holdings UK, Limited, a company incorporated in England and Wales, ConvaTec (Denmark) ApS, a Danish private limited liability company, Papyro-Tex A/S, a Danish public limited liability company, and Unomedical A/S, a Danish public limited company</p> <p>"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets</p> <p>"Charges" means all or any of the Liens created or expressed to be created by or pursuant to the Security Agreement</p> <p>"Chargor" means the Company</p> <p>"Collateral Agent" means JPMorgan Chase Bank N A as collateral agent for the First Lien Secured Parties (in such capacity and together with its successors in such capacity)</p> <p>"Credit Agreement" means the credit agreement dated 22 December 2010 and made between, amongst others, ConvaTec Healthcare BS à r l, ConvaTec Inc, ConvaTec Healthcare E S A, ConvaTec Dominican Republic Inc, ConvaTec Limited, ConvaTec Holdings U K Limited, ConvaTec (Denmark) ApS, Papyro-Tex A/S and Unomedical A/S as Borrowers, JPMorgan Chase Bank, N A</p> |

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Particulars of a mortgage or charge

| 6 | Short particulars of all the property mortgaged or charged |
|-------------------|--|
| | Please give the short particulars of the property mortgaged or charged |
| Short particulars | <p>as administrative agent, the other agents party thereto, JPMorgan Securities LLC and Goldman Sachs Lending Partners LLC as joint lead arrangers and joint bookrunners, and certain other financial institutions as lenders from time to time party thereto</p> <p>"Credit Agreement Obligations" means the unpaid principal of and interest on (including interest accruing after the maturity of the Loans and Reimbursement Obligations and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to any Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) the Loans and all other obligations and liabilities of the Borrowers to the Administrative Agent or to any Lender (or, in the case of Specified Swap Agreements and specified cash management agreements, any affiliate of any Lender), whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, the Credit Agreement, any other Loan Document, the letters of credit, any Specified Swap Agreement, any specified cash management agreement or any other document made, delivered or given in connection herewith or therewith, whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses (including all fees, charges and disbursements of counsel to the Administrative Agent or to any Lender that are required to be paid by the Borrowers) or otherwise</p> <p>"Credit Agreement Secured Parties" means collectively the Administrative Agent, the Collateral Agent, the Lenders and, with respect to specified cash management obligations and Specified Swap Agreements, any affiliate of any Lender to which borrower obligations or guarantor obligations, as applicable, are owed</p> <p>"Currency of Account" means the currency in which the relevant indebtedness is denominated or, if different, is payable "Delegate" means a delegate or sub-delegate appointed under Clause 18 2 (Delegation) of the Security Agreement</p> <p>"Dividends" means, in relation to any Investment, all present and future</p> <ul style="list-style-type: none"> (a) dividends and distributions of any kind and any other sum received or receivable in respect of that investment, (b) rights, shares, money or other assets accruing or offered by way of redemption, bonus, option or otherwise in respect of that investment, (c) allotments, offers and rights accruing or offered in respect of that investment and (d) other rights and assets attaching to, denying from or exercisable by virtue of the ownership of, that investment <p>"Event of Default" means an "Event of Default" (or similar defined term) as defined in any Secured Credit Document</p> <p>"First Lien Obligations" means, collectively, (i) the Credit Agreement Obligations and (ii) the Other First Lien Obligations</p> <p>"First Lien Secured Parties" means (i) the Credit Agreement Secured Parties and (ii) the Other First Lien Secured Parties with respect to each series of Other First Lien Obligations</p> <p>"Fixtures" means, in relation to any Real Property, fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus</p> |

MG01 - continuation page

Particulars of a mortgage or charge

| 6 | Short particulars of all the property mortgaged or charged | |
|-------------------|--|--|
| | Please give the short particulars of the property mortgaged or charged | |
| Short particulars | <p>"Initial Other Authorized Representative" means Deutsche Trustee Company Limited, as authorized representative for the Initial Other First Lien Secured Parties (in such capacity and together with its successors in such capacity)</p> <p>"Initial Other First Lien Agreement" means that certain indenture dated as of December 22, 2010, among the Borrowers, the subsidiaries identified therein and Deutsche Trustee Company Limited, as trustee</p> <p>"Initial Other First Lien Obligations" means the Other First Lien Obligations pursuant to the Initial Other First Lien Agreement (including, for the avoidance of doubt, any additional notes issued thereunder after the date of the Credit Agreement)</p> <p>"Initial Other First Lien Secured Parties" means the holders of any Initial other First Lien Obligations and the Initial Other Authorized Representative</p> <p>"Insolvency Act" means the Insolvency Act 1986</p> <p>"Insurance" means all contracts and policies of insurance of any kind now or in the future taken out by or on behalf of it or (to the extent of its interest) in which it now or in the future has an interest</p> <p>"Intellectual Property" of the Company means</p> <p>(a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know how and other intellectual property rights and interests, whether registered or unregistered, and</p> <p>(b) the benefit of all applications and rights to use such assets of the Company</p> <p>"Intercreditor Agreement" means the intercreditor agreement dated 22 December 2010 and made between, amongst others, JPMorgan Chase Bank, N A as the Collateral Agent, JPMorgan Chase Bank, N A as Administrative Agent and Deutsche Trustee Company as the Initial Other Authorised Representative and each additional authorised representative from time to time party thereto</p> <p>"Investments" of the Company means</p> <p>(a) securities and investments of any kind (including (issued or outstanding) shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit),</p> <p>(b) all warrants, options or other rights to subscribe for, purchase or otherwise acquire any securities and investments,</p> <p>(c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person), and</p> <p>(d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights, in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest</p> | |

MG01 - continuation page

Particulars of a mortgage or charge

| 6 | Short particulars of all the property mortgaged or charged |
|-------------------|--|
| | Please give the short particulars of the property mortgaged or charged |
| Short particulars | <p>"Lender" means the several banks and other financial institutions or entities from time to time parties to the Credit Agreement</p> <p>"Lien" shall mean any mortgage, pledge, security interest, hypothecation, assignment, lien (statutory or other) or similar encumbrance (including any agreement to give any of the foregoing, any conditional sale or other title retention agreement of any lease in the nature thereof)</p> <p>"Loan" means any loan made by any Lender pursuant to the Credit Agreement</p> <p>"Loan Documents" means the Credit Agreement, together with its security documents, notes and any amendment, waiver, supplement or other modification to any of the foregoing</p> <p>"LPA" means the Law Property Act 1925</p> <p>"Other First Lien Agreement" means, with respect to the Initial Other First Lien Obligations or any series of Other First Lien Obligations, the notes, indentures, security documents and other operative agreements evidencing or governing such indebtedness and liens securing such indebtedness, including the Initial Other First Lien Agreement and each agreement entered into for the purpose of securing the Initial Other First Lien Obligations or any sense of Other First Lien Obligations, provided, that, in each case, the obligations thereunder (other than the Initial Other First Lien Obligations) have been designated as Other First Lien Obligations pursuant to Section 5 13 of the Credit Agreement</p> <p>"Other First Lien Obligations" means all amounts owing pursuant to the terms of any Other First Lien Agreement (including the Initial Other First Lien Agreement), including, without limitation, all amounts in respect of any principal, premium, interest (including any interest accruing subsequent to the commencement of a Bankruptcy Case at the rate provided for in the respective Other First Lien Agreement, whether or not such interest is an allowed claim under any such proceeding or under applicable state, federal or foreign law), penalties, fees, expenses, indemnifications, reimbursements, damages and other liabilities, and guarantees of the foregoing amounts</p> <p>"Party" means a party to the Security Agreement</p> <p>"Real Property" means freehold and/or leasehold property in England and Wales (including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon)</p> <p>"Receiver" means a receiver and manager or other receiver appointed in respect of the Charged Assets and shall, if allowed by law, include an administrative receiver</p> <p>"Reimbursement Obligation" means the obligation of a Borrower to reimburse the issuing Lender pursuant to Section 3 5 of the Credit Agreement for amounts drawn under letters of credit</p> <p>"Secured Credit Documents" means (i) the Credit Agreement and the Loan Documents, (ii) the Initial Other First Lien Agreement and (iii) each Other First Lien Agreement</p> |

MG01 - continuation page

Particulars of a mortgage or charge

| 6 | Short particulars of all the property mortgaged or charged | |
|-------------------|--|--|
| | Please give the short particulars of the property mortgaged or charged | |
| Short particulars | <p>"Security Period" means the period beginning on the date of the Security Agreement and ending on the date the Security Agent is satisfied that</p> <p>(a) none of the First Lien Secured Parties is under any commitment obligation or liability (whether actual or contingent) to make advances to any obligor, and</p> <p>(b) all of the Liabilities have been unconditionally and irrevocably paid and discharged in full</p> <p>"Specified Swap Agreement" any Swap Agreement in respect of interest rates, currency exchange rates or commodity prices entered into by any Restricted Subsidiary and any Lender or an Affiliate of a Lender at the time such Swap Agreement is entered into</p> <p>"Swap Agreement" (a) any agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions, provided that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of ConvaTec Healthcare B S à r l or any of its subsidiaries shall be a "Swap Agreement", and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc, any International Non-U S Exchange Master Agreement, or any other master agreement including any such obligations or liabilities under any master agreement</p> | |

MG01 - continuation page

Particulars of a mortgage or charge

| 6 | Short particulars of all the property mortgaged or charged |
|-------------------|---|
| | Please give the short particulars of the property mortgaged or charged |
| Short particulars | <p>NOTE A to CONTINUATION SHEET 1</p> <p>The Security Agreement provides that</p> <p>1 Security The Chargor not create or permit to subsist any Liens over any Charged Asset, nor do anything else prohibited by Section 7 3 (Liens) of the Credit Agreement or as otherwise provided in and in accordance with the Secured Credit Documents</p> <p>2 Disposal The Chargor shall not (nor shall it agree to) enter into a single transaction or series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease license, sub-licence, transfer or otherwise dispose of any Charged Asset except as permitted by Section 7 5 (Disposition of Property) of the Credit Agreement or as otherwise provided in and in accordance with the Secured Credit Documents</p> <p>3 Restrictions on dealing with Book Debts Without prejudice and in addition to clause 6 1 (Liens), 6 2 (Disposal) and 6 3 (Further assurance) of the Security Agreement</p> <p>(a) except for the Charges, the Chargor shall not create or permit to subsist any Liens over, nor do anything else prohibited by Section 7 3 (Liens) of the Credit Agreement in respect of, all or any part of any of its Book Debts or as otherwise provided in and in accordance with the Secured Credit Documents, and</p> <p>(b) except as required by Clause 6 3 (Further assurance) of the Security Agreement, the Chargor shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, factor, transfer or otherwise dispose of all of any part of its Book Debts</p> <p>4 Restrictions on dealing with Bank Account Without prejudice and in addition to Clauses 6 1 (Liens), 6 2 (Disposal) and 6 3 (Further assurance) and 9 5 (Standard terms) of the Security Agreement</p> <p>(a) except for the Charges, the Chargor shall not create or have outstanding any Liens over, nor do anything else prohibited by Section 7 3 (Liens) of the Credit Agreement or as otherwise provided in and in accordance with the Secured Credit Documents in respect of, all or any part of any of its Bank Accounts, and</p> <p>(b) except as required by Clause 6 3 (Further assurance) of the Security Agreement, the Chargor shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to transfer, assign or otherwise dispose of all or any part of any of its Bank Accounts</p> |

NOTE B TO CONTINUATION SHEET 1

REAL PROPERTY

| Chargor | Details of Real Property |
|---------------------|---|
| Arthur Wood Limited | Lease relating to First Floor, Building Two, Meadowbank Way, Eastwood, Nottingham, NG16 3TT |

NOTE C TO CONTINUATION SHEET 1**INVESTMENTS****Part 1 - Investments**

| Chargor | Details of Investment |
|---------------------|--|
| Arthur Wood Limited | None as of the Date of the Security Document |

Part 2 - Group Shares

| Chargor | Details of Group Shares (name of entity in which shares are held, jurisdiction of incorporation, number and class of shares, percentage of shares owned) |
|---------------------|--|
| Arthur Wood Limited | None as of the Date of the Security Document |

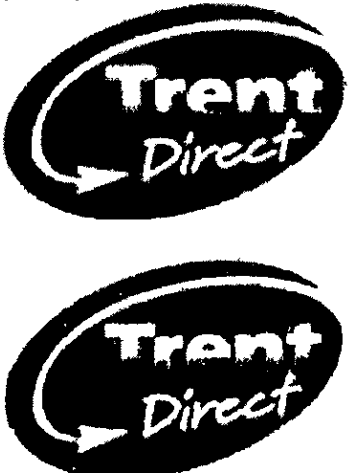
NOTE D TO CONTINUATION SHEET 1**INTELLECTUAL PROPERTY****ARTHUR WOOD LIMITED****Patents**

| TITLE | APPLICATION NO | GRANT NO | JURISDICTIONS | STATUS |
|--|----------------|----------|---------------|--------|
| None as of the Date of the Security Document | [•] | [•] | [•] | [•] |

Registered Designs

| TITLE | APPLICATION NO | GRANT NO | JURISDICTIONS | STATUS |
|--|----------------|----------|---------------|--------|
| None as of the Date of the Security Document | [•] | [•] | [•] | [•] |

Trade Marks

| MARK | NUMBER | CLASS(ES) | JURISDICTION | STATUS |
|---|---------|-----------|----------------|----------------------------------|
| TRENT DIRECT | 2583891 | 39 | United Kingdom | Application filed – 7 June 2011 |
| TRENT DIRECT & Design (series)  | 2584340 | 39 | United Kingdom | Application filed – 13 June 2011 |

Licences and Sub-licences of Intellectual Property

| LICENSOR | LICENSEE | DATE | SUBJECT MATTER |
|---------------------------|-----------------|---------------|--|
| Independence Products Ltd | Arthur Wood Ltd | 25 March 2010 | Licence and maintenance agreement for MedOp software and Spinal Tap software |
| Ostomart Ltd | Arthur Wood Ltd | 14 July 2009 | Licence of software |

Other Intellectual Property (i.e. copyright, unregistered trade mark and design rights)

None at the date of this document would be considered “material” other than

- 1) Logo for “Trent Direct”
- 2) Word mark for “Trent Direct”
- 3) Domain name “www trentdirect co uk”

NOTE E TO CONTINUATION SHEET 1

PLANT AND MACHINERY

| Chargor | Details of Plant and Machinery |
|---------------------|--|
| Arthur Wood Limited | <p><u>Plant and Machinery</u></p> <p>COST</p> <p>Stoma Profiler Machine £41,750</p> <p>Other item(s) not identified £28,277</p> <p>Total £70,027</p> <p>ACCUMULATED DEPRECIATION</p> <p>Stoma Profiler Machine £14,869</p> <p>Other item(s) not identified £25,860</p> <p>Total £40,729</p> <p>NET BOOK VALUE at 31st May 2011</p> <p>Stoma Profiler Machine £26,881</p> <p>Other item(s) not identified £2,417</p> <p>Total £29,298</p> <p><u>Office Equipment</u></p> <p>COST</p> <p>See separate listing £81,991</p> <p>ACCUMULATED DEPRECIATION</p> <p>See separate listing £73,056</p> <p>NET BOOK VALUE at 31st May 2011</p> <p>£8,935</p> <p><u>Motor Vehicles</u></p> <p>COST</p> <p>See separate listing £35,723</p> <p>ACCUMULATED DEPRECIATION</p> <p>See separate listing £16,557</p> <p>NET BOOK VALUE at 31st May 2011 £19,166</p> |

NOTE F TO CONTINUATION SHEET 1

ASSIGNED CONTRACTS

| Chargor | Details of Assigned Contracts |
|---------------------|--|
| Arthur Wood Limited | None as of the Date of the Security Document |



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3474892
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FIXED AND FLOATING SECURITY
AGREEMENT DATED 15 JULY 2011 AND CREATED BY ARTHUR
WOOD LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 2 AUGUST 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 AUGUST 2011

P



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES