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CHFP025

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legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

721433/26

395

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



6278490

Name of company

* Hampshire Fertility Limited ("the Company")

Date of creation of the charge

11 December 2007

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

Debenture dated 11 December 2007 between the Company and Gordon Machray
Masson ("the Vendor")

Amount secured by the mortgage or charge

All amounts from time to time due by the Company to the Vendor pursuant to
the Sale Agreement (as defined below), together with Interest (as defined
below) and Expenses (as defined below) and all other charges or commission
which the Vendor may charge or incur in respect of any of those matters
("the Secured Liabilities")

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

Gordon Machray Masson of Hill Farm, Sutton Scotney, Winchester, Hampshire

Postcode SO21 3NT

Presentor's name address and
reference (if any) RAA / 9527/1
Paris Smith & Randall LLP
Number 1 London Road
SOUTHAMPTON

S015 2AE

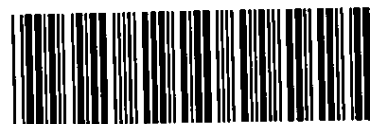
Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

THURSDAY



AFGH3VG0

A33

13/12/2007

503

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see continuation sheet 1

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Particulars as to commission allowance or discount (note 3)

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Signed

Pars Smith & Randall LLP

Date

12 December 2007

On behalf of ~~XXXXXXXX~~ [mortgagee/~~XXXXXX~~]

*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 situated 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**.

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Particulars of a mortgage or charge (continued)

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Continuation sheet No 1
to Form No 395 and 410 (Scot)

*Please complete
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Company Number

6278490

Name of Company

Hampshire Fertility

Limited*

* delete if
inappropriate

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

***Please complete
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bold block lettering***

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*Please complete
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

**Please complete
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3 1 The Company with full title guarantee and by way of continuing security for the payment and discharge of the Secured Liabilities charges in favour of the Vendor

3 1 1 by way of first legal mortgage all the freehold and leasehold property of the Company (including the property described in Schedule 1 hereto) now vested in it together with all buildings and fixtures (including trade and other fixtures and tenant's fixtures) and fixed plant and machinery owned by the Company and from time to time in or on such property and the proceeds of sale of such assets;

3 1 2 by way of first fixed equitable charge all freehold or leasehold property of the Company acquired by the Company at any time after the date of this Deed together with all buildings and fixtures (including trade and other fixtures and tenant's fixtures) and fixed plant and machinery owned by the Company and from time to time in or on any such property and the proceeds of sale of such assets;

3 1 3 by way of first fixed charge

3 1 3 1 all stocks, shares, bonds, loan capital and other securities both present and future belonging to the Company (including stocks or shares acquired pursuant to scrip dividends) and all rights relating to them (the Securities),

3 1 3 2 all Book Debts (as defined below);

3 1 3 3 all the goodwill and uncalled capital of the Company both present and future,

3 1 3 4 all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by the Company or in which it may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by the Company or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world ("the Intellectual Property Rights"),

3 1 3 5 all the Company's right, title, interest and benefit in and under or in connection with any contracts or policies of insurance or indemnities taken out now or hereafter by or on behalf of the Company or (to the extent of its interest) in which the Company has an interest, and all claims of whatsoever nature relating thereto and returns of premium in respect thereof,

3 1 3 6 all present and future plant and machinery not otherwise charged under this clause 3 and all other present and future chattels of the Company (excluding any of the same for the time being forming part of the Company's stock in trade or work in progress), and

3 1 3 7 all Bank Balances (as defined below)

3 1 4 by way of floating charge the undertaking and all other property, assets and rights of the Company both present and future including without limitation those referred to in clauses 3 1 1 to 3 1 3 if and insofar as the security on those property, assets and rights shall for any reason be ineffective as security of the nature described in those clauses

3 2 Paragraph 14 of schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to this Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986)

See continuation sheet 2 for definitions

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Particulars of a mortgage or charge (continued)

Please do not
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Continuation sheet No 2
to Form No 395 and 410 (Scot)

*Please complete
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Company Number

6278490

Name of Company

Hampshire Fertility

Limited*

* delete if
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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

*Please complete
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

*Please complete
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"Bank Balances" means all monies (including interest) now and from time to time standing to the credit of any account (including the Nominated Account (s)) now and from time to time held by the Company with any bank, and the debts represented thereby,

"Book Debts" all book and other debts of any nature whatsoever now or hereafter due or owing to the Company (including, without limitation, the benefit of all amounts due or owing from any government or governmental agency, whether by way of repayment or refund or otherwise, but excluding amounts standing to the credit of any account of the Company from time to time with any bank) whether or not the sum is such as would in the ordinary course of business be entered in the books relating to such business and shall include (a) the benefit of (including the proceeds of all claims under) all rights, securities and guarantees of any nature enjoyed or held by the Company in relation to such debts, and (b) all monies becoming payable to the Company in respect of book debts under or by virtue of any policy of insurance taken out by the Company against the non-payment of book debts,

"Expenses" means all costs, charges and expenses (on a full indemnity basis) incurred by the Vendor or any Receiver or administrator at any time in connection with the Secured Liabilities or in taking or perfecting this Deed or in preserving, defending or enforcing the security created by this Deed or in exercising any power under this Deed or any other security held by the Vendor from time to time or otherwise with Interest from the date they are incurred,

"Interest" means the interest at the highest rate(s) charged to the Company by the Vendor from time to time under the Sale Agreement and if there is no such rate at the rate of 2% per annum above the base rate from time to time of the Bank of England and so that interest shall be computed and compounded as well after as before any demand made or decree or judgment obtained under this Deed,

"Sale Agreement" means the share sale and purchase agreement relating to Wessex Fertility Limited entered into on or about the date hereof between (1) the Company (2) the Vendor (3) Chantal Dominique Simionis and Susan Ingamells and the persons whose names are set out in Schedule 8 therein (4)

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 06278490

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 11th DECEMBER 2007 AND CREATED BY HAMPSHIRE FERTILITY LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO GORDON MACHRAY MASSON UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 13th DECEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19th DECEMBER 2007

A handwritten signature in black ink, appearing to be 'A. J. Jones'.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES