

236010/26

M

CHFP041

COMPANIES FORM No. 395

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.**Please do not
write in
this margin*Please complete
legibly, preferably
in black type or
bold block
lettering** Insert full name
of company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



6485062

Name of company

*Velocity Healthcare Limited

Date of creation of the charge

22 February 2008

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

Mortgage Debenture

Amount secured by the mortgage or charge

All indebtedness and/or liabilities of the Company present and future,
actual and/or contingent and whether incurred solely, severally, jointly
and as principal or surety to AIB Group (UK) PLC ("the Bank")

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

AIB Group (UK) PLC of 4 Queen's Square, Belfast (whose address for
correspondence is 36/38 Station Road, Solihull West Midlands B91 3SB)

Postcode BT1 3DJ

Presenter's name, address and
reference (if any)Needham & James LLP
One Colmore Row
Birmingham
B3 2BJ
DX 13032 Birmingham
Ref VJS/ALL60-108

Time critical reference

For official use (02/2006)

Mortgage Section

Post room

WEDNESDAY



A06

27/02/2008

483

COMPANIES HOUSE

COM395/1

Short particulars of all the property mortgaged or charged

1. By way of legal mortgage all estates or interests in all that freehold property known as Meadow Lodge, Bennetts Lane, Widnes, WA8 0GT registered at Land Registry under title number CH550243 (referred to in the Schedule to the Mortgage Debenture) and all buildings, fixtures (including trade fixtures) and fixed plant and machinery and/or owned by or charged to the Company from time to time on or in such freehold and/or leasehold property (together "the Legally Mortgaged Property") and/or the proceeds of sale of the Legally Mortgaged Property

2 A fixed equitable charge over the Company's estates or interests in all freehold and leasehold property now or at any time belonging to or charged to the Company (except the Legally Mortgaged Property) and the benefit of all other agreements or licences relating to land to which from time to time the Company is a party or otherwise entitled and all buildings, fixtures (including trade fixtures) and any fixed plant and machinery owned by the Company thereon from time to time and the proceeds of sale of all or any of the foregoing ("the Equitably Charged Property")

3. By way of fixed charge all credit balances of any account of the Company with the Bank (including, inter alia, any account with the Bank designated a realisations account for the proceeds of disposal of any assets of the Company) with other bankers, financial institutions or similar third parties

Please do not write in this margin

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

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

† Delete as appropriate

Particulars as to commission allowance or discount (note 3)

NIL

Signed Needham & James LLP

N&J

Date 27 February 2008

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

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 are to be made payable to **Companies House**
- 6 The address of the Registrar of Companies is - Companies House, Crown Way, Cardiff CF4 3UZ

Please do not
write in this
margin

**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 1
to Forms Nos 395 and 410 (Scot)

Company number

6485062

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

*Delete if
inappropriate

Name of company

Velocity Healthcare

Limited*

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

Legal Debenture

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

Please do not
write in this
margin

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

Please do not write Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)
in this margin

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

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

Please do not
write in this
margin

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

4. A fixed charge over all stocks, shares and/or other securities in any other body corporate whether or not certified (together "the Securities") now or at any time belonging to the Company (including, without prejudice to the generality of the foregoing, loan capital indebtedness or liabilities on any account or in any manner owing to the Company) and all rights in respect of or incidental to the Securities

5 A fixed charge over the goodwill, licences, patents, patent applications, trade names, trademarks, copyrights, rights in the nature of copyright, registered designs, know how, inventions, rights in confidential information, service marks and all other intellectual property rights now or at any time belonging to the Company ("the Goodwill and Intellectual Property").

6 A fixed charge over the uncalled capital of the Company now or at any time hereafter in existence and future calls (whether made by the direction of the Company or a receiver, an administrator or liquidator)

7. A fixed charge over all plant, machinery, vehicles, computers and office and other equipment now or at any time belonging to the Company (other than insofar as it is part of the Company's stock in trade) ("the Equipment")

8. A floating charge over the undertaking and all other property, assets and rights present and/or future of the Company (including those expressed as charged by way of fixed charge if and to the extent that such charge may fail) but so that the Company shall not without the prior consent in writing of the Bank create any mortgage or charge ranking in priority to or pari passu with this floating charge or sell or otherwise dispose of the whole or, except in the ordinary course of trading and for full value, any part of the Company's undertaking.

NB: The Mortgage Debenture contains, inter alia, the following additional restrictions prohibiting the Company without the prior consent in writing of the Bank from

(a) creating any mortgage or other security interest over the Equitably Charged Property, the Goodwill and Intellectual Property, the Securities, the Equipment or the Legally Mortgaged Property or any part of or interest in the same;

(b) exercising the statutory power of leasing and/or accepting surrenders of leases conferred on mortgagors with reference to the Equitably Charged Property and the Legally Mortgaged Property, and

(c) parting with possession of the Equitably Charged Property or the Legally Mortgaged Property or any part thereof or conferring upon any person, firm, company or body whatsoever any licence or right to occupy it or any part thereof



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

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

**COMPANY NO. 6485062
CHARGE NO. 2**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A MORTGAGE DEBENTURE DATED
22 FEBRUARY 2008 AND CREATED BY VELOCITY
HEALTHCARE LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM THE COMPANY TO AIB GROUP (UK)
PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED
PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT
1985 ON THE 27 FEBRUARY 2008**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 MARCH 2008



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

DX-J