V08715960

In accordance with Sections 859A and 859J of the Companies Act 2006

MR01

Particulars of a charge



	A fee is payable with this form Please see 'How to pay' on the last page						You can use the WebFiling so Please go to www companiesh												
- ✓	What this form is for You may use this form to register a charge created or evidenced by an instrument				^ ا	What this form is NOT for You may not use this form to register a charge where there is instrument Use form MR08					*A2DFQG37* 26/07/2013 #183 COMPANIES HOUSE								
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					certifi on the				nstrur	ment '	wit	th this form. This will be							
1	Co	mpa	ny d	etail	S													For official s	ise
Company number	0	8	3	5	3	2	4	8							Filling lease				ot or in
Company name in full	Ultima Medical Limited										b	Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *							
2	Cha	arge	crea	ation	dat	e													
Charge creation date	2	4		0	7		2	0	1	3									•
3	Nai	nes	of p	erso	ns, s	secu	rity	age	nts (or tri	us	stees entitled to the	charge	;					
				e nan harge		each	of th	e per	rsons,	, secu	ırıt	ty agents or trustees							
Name	The	Roya	al Ba	nk of	Scot	land	plc												
Name							_				_			-					
Name				_										1					
Name														-					
If there are more than four names, please supply any four of these names then tick the statement below I confirm that there are more than four persons, security agents or trustees entitled to the charge																			

MR01

Particulars of a charge

n page if details											
Negative Pledge											

MR01 Particulars of a charge Trustee statement You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge Signature Please sign the form here Signature Signature For The Royal Bank of Scotland pic Duly Authorised Official This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge

✓ Presenter information	! Important information							
We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details.	Please note that all information on this form will appear on the public record							
here but, if none are given, we will send the certificate to the company's Registered Office address	£ How to pay							
Contact name	A fee of £13 is payable to Companies House in respect of each mortgage or charge filed							
Company name The Royal Bank of Scotland pic	on paper.							
Address	Make cheques or postal orders payable to 'Companies House'							
	Where to send							
	You may return this form to any Companies Hous							
Post town	address However, for expediency, we advise you to return it to the appropriate address below:							
County/Region	For companies registered in England and Wales							
Postcode	The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ							
Country	DX 33050 Cardiff							
DX 717830 Sheffield 30	For companies registered in Scotland							
Telephone	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							
✓ 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	f Further information							
following:	For further information, please see the guidance note							
information held on the public Register ☐ You have included a certified copy of the instrument	on the website at www companieshouse gov uk or							
with this form	email enquines@companieshouse gov uk							
You have entered the date on which the charge was created	This form is available in an							
☐ You have shown the names of the persons entitled to the charge	alternative format. Please visit the							
☐ You have ticked any appropriate boxes in Sections	forms page on the website at							
3, 5, 6, 7 & 8 You have given a description in Section 4, if	www companieshouse.gov.uk							
appropriate You have signed the form								
☐ You have enclosed the correct fee								
Please do not send the original instrument, it must be a certified copy								



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number 8353248

Charge code: 0835 3248 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th July 2013 and created by ULTIMA MEDICAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th July 2013.

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Given at Companies House, Cardiff on 29th July 2013





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THIS DOCUMENT AND THE BANK'S DEBENTURE TERMS TOGETHER FORM AN IMPORTANT DEED. YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING

Owner:

Ultima Medical Limited Registered No: 08353248

Bank:

The Royal Bank of Scotland plc

The Bank's Debenture Terms form part of this deed and are available to be read and printed online

To access the Terms go to www.rbs.co.uk/terms and enter deb0910, or a copy can be obtained from the Owner's Relationship Manager or the contact at the Bank who supplied this deed

1. Owner's Obligations

The Owner will pay to the Bank on demand all the Owner's Obligations are all the Owner's liabilities to the Bank (present, future, actual or contingent and whether incurred alone or jointly with another) and include

- 1 1 Interest at the rate charged by the Bank, calculated both before and after demand or judgment on a daily basis and compounded according to agreement, or, in the absence of agreement, quarterly on the days selected by the Bank
- any expenses the Bank or a receiver incurs (on a full indemnity basis and with Interest from the date of payment) in connection with
 - the Property charged by Clause 2 References to Property include any part of it
 - taking, perfecting, protecting, enforcing or exercising any power under this deed

Charge

The Owner, as a continuing security for the payment on demand of the Owner's Obligations and with full title guarantee, gives to the Bank

a fixed charge over the following property of the Owner, owned now or in the future

all Land vested in or charged to the Owner, all fixtures and fittings attached to that Land and all rents receivable from any lease granted out of that Land References to **Land** are to any interest in heritable, freehold or leasehold land

all plant and machinery, including any associated warranties and maintenance contracts

all the goodwill of the Owner's business

any uncalled capital

all stock, shares and other securities held by the Owner at any time in any Subsidiary and all income and rights relating to those stocks, shares and securities

A **Subsidiary** is an entity controlled, directly or indirectly, by the Owner or by a Subsidiary of the Owner "Control" means the ability to appoint or remove directors or exercise the majority of voting rights, alone or with the agreement of others

- 2 1 6 all intellectual property, licences, claims, insurance policies, proceeds of any insurance and any other legal rights
- 2 1 7 the benefit of any hedging arrangements, futures transactions or treasury instruments
- a floating charge over all the other property, assets and rights of the Owner owned now or in the future which are not subject to an effective fixed charge under this deed or under any other security held by the Bank

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3. Appointment of Receiver or Administrator The Bank may appoint or remove a receiver or receivers of the Property, or appoint an administrator of the Owner 4. Restrictions The Owner will not, without the Bank's consent 41 permit or create any mortgage, standard security, charge or lien on the Property 42 dispose of the Property charged by Clause 2.1 43 dispose of the Property charged by Clause 2.2, other than in the ordinary course of business 44 call on, or accept payment of, any uncalled capital 45 deal with its book and other debts, except by collecting them in the ordinary course of its business. In particular, the Owner will not realise its book and other debts by means of invoice discounting or factoring arrangements 1 certify the Act 2006, Per Pro grant, or accept a surrender of, any lease or licence of any of its Land or consent to a tenant assigning or sub-letting by that, coop, this c dispose of, part with or share possession or occupation of any of its Land save copy , fo⊯r≨tenal redac; y instrument is a ct Executed and Delivered as a deed by the Owner Director/Secretary SWhere only one Director signs, a witness is required Signed by the Director in the presence of Witness' signature POPE ¡Witness' name in full 'Address Ocçupation מווליני Compai

You must date

the document

Signed for the Bank_

2 4

Date