In accordance with Section 878 of the Companies Act 2006.
·
1
Company number
Company name in t

MG01s

Particulars of a charge erect by a company registered in Scotland

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.

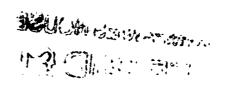
✓ What this form is for You may use this form to register particulars of a charge created by a Scottish company.

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03/12/2011 **COMPANIES HOUSE** ıse ık

	this, please use form MGO1.	
1	Company details	2 For official use
ompany number	S C 2 2 0 7 6 7	→ Filling in this form Please complete in typescript or in
ompany name in fu	AIRCRAFT MEDICAL LTD (THE "COMPANY")	bold black capitals.
		All fields are mandatory unless specified or indicated by *
2	Date of creation of charge	
ate of creation	$ \begin{array}{c ccccccccccccccccccccccccccccccccccc$	
3	Description	
	Please give a description of the instrument (if any) creating or evidencing the charge e.g. 'Standard security', 'Floating charge' etc.	
escription	DEBENTURE	
4	Amount secured	
	Please give us details of the amount secured by the charge.	Continuation page
mount secured	See 1 in Addendum	Please use a continuation page if you need to enter more details.
	; ;	•
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MG01s
Particulars of a charge created by a company registered in Scotland

5	Mortgagee(s) or person(s) entitled to the charge	
	Please give the name and address of the mortgagee(s) or person(s) entitled to	Continuation page
	the charge.	Please use a continuation page if
Name	CLYDESDALE BANK PLC (THE "BANK")	you need to enter more details.
Address	30 ST VINCENT PLACE	
	GLASGOW	
Postcode	G 1 2 H L	,
Name		
Address		
Postcode		
6	Short particulars of all the property charged	
	Please give the short particulars of the property charged.	Continuation page Please use a continuation page if you need to enter more details.
Short particulars	See 2 in Addendum	-
	·	•
	·	,

7

Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision •

THE COMPANY HEREBY COVENANTS WITH THE BANK THAT THE COMPANY WILL:

- (1) NOT WITHOUT THE PRIOR WRITTEN CONSENT OF THE BANK:
- (i) CREATE OR ATTEMPT TO CREATE OR PERMIT TO SUBSIST ANY MORTGAGE OR CHARGE UPON OR PERMIT ANY LIEN OR OTHER ENCUMBRANCE TO ARISE ON OR AFFECT ALL OR ANY OF THE CHARGED DEBTS.
- (ii) CREATE OR ATTEMPT TO CREATE OR PERMIT TO SUBSIST ANY MORTGAGE OR CHARGE UPON OR PERMIT ANY LIEN OR OTHER ENCUMBRANCE TO ARISE ON OR AFFECT ALL OR ANY PART OF THE CHARGED ASSETS.
- (2) OTHER THAN IN ACCORDANCE WITH CLAUSES 4.21 AND 4.23 OF THE DEBENTURE PROCURE THAT NO PERSON SHALL BECOME ENTITLED TO ASSERT ANY PROPRIETARY OR OTHER LIKE RIGHT OR INTEREST OVER THE CHARGED ASSETS WITHOUT THE PRIOR WRITTEN CONSENT OF THE BANK.

• In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

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

MG01s

Particulars of a charge created by a company registered in Scotland

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:

- 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 N/A or discount

Delivery of instrument

A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge.

In the case of a charge created out of the United Kingdom (UK), comprising property situated outside the UK, within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the UK. Certified copies of any other documents relevant to the charge should also be delivered.

10

Signature @

Please sign the form here.

Signature

X

Signature

FOR MORTON FRASER LLP

Signature

This form must be signed by a person with an interest in the registration of the charge.

MG01s

the chargee.

property charged. You have signed the form. You have enclosed the correct fee.

☐ You have given details of the mortgagee(s) or

☐ You have entered the short particulars of all the

person(s) entitled to the charge.

Particulars of a charge created by a company registered in Scotland

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 How to pay will be visible to searchers of the public record. FJ/BW2/RBW/1C/AMF001 MORTON FRASER LLP 'Companies House.' **QUARTERMILE TWO** 2 LISTER SQUARE **EDINBURGH** MIDLOTHIAN DX 33050 Cardiff. Country UK **DX ED 119** 0131-247-1000 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 DX 481 N.R. Belfast 1. 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 a certified copy of the deed (if any) 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

Important information

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

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

Make cheques or postal orders payable to

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.

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.

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

Addendum 1/3

- 1. (1) ALL MONIES AND LIABILITIES WHICH NOW ARE OR SHALL AT ANY TIME AFTER THE DATE OF THE DEBENTURE BE DUE OWING OR INCURRED TO THE BANK BY THE COMPANY WHETHER ACTUALLY OR CONTINGENTLY AND WHETHER PRESENTLY OR IN THE FUTURE AND WHETHER SOLELY OR JOINTLY WITH ANY OTHER PERSON AND WHETHER AS PRINCIPAL OR SURETY OR IN ANY WAY WHATSOEVER PROVIDED THAT THE MONIES AND LIABILITIES WHICH THE COMPANY HEREBY COVENANTS TO PAY AND DISCHARGE SHALL NOT INCLUDE ANY MONIES AND LIABILITIES ARISING UNDER A REGULATED CONSUMER CREDIT AGREEMENT FALLING WITHIN PART V OF THE CONSUMER CREDIT ACT 1974, UNLESS SPECIFICALLY AGREED IN WRITING BETWEEN THE COMPANY AND THE BANK.
 - (2) ON A FULL AND UNLIMITED INDEMNITY BASIS ALL COSTS CHARGES LOSSES EXPENSES AND OTHER SUMS MENTIONED IN CLAUSE 17 OF THE DEBENTURE.
 - (3) INTEREST TO THE DATE OF DISCHARGE ON ALL SUMS PAYABLE AND LIABILITIES TO BE DISCHARGED UNDER ANY OF THE PROVISIONS OF THE DEBENTURE, WHICH INTEREST SHALL BE COMPUTED AND COMPOUNDED AS AGREED FROM TIME TO TIME BETWEEN THE COMPANY AND THE BANK OR IN THE ABSENCE OF SUCH AGREEMENT COMPOUNDED QUARTERLY ACCORDING TO THE CURRENT PRACTICE FOR THE TIME BEING OF THE BANK AND COMPUTED AT THE RATE OF 2% (TWO PER CENT) PER ANNUM OVER THE BANK'S BASE RATE FROM TIME TO TIME AND SHALL BE PAYABLE AS WELL AFTER AS BEFORE ANY DEMAND ON OR JUDGMENT AGAINST THE COMPANY ((1), (2) AND (3) ARE REFERRED TO AS THE "SECURED AMOUNTS")
- 2. THE COMPANY WITH FULL TITLE GUARANTEE IN ACCORDANCE WITH CLAUSE 3 OF THE DEBENTURE CHARGES IN FAVOUR OF THE BANK AS A CONTINUING SECURITY FOR THE SECURED AMOUNTS:- (1)BY WAY OF LEGAL MORTGAGE:
 - 1. ALL THE FREEHOLD OR LEASEHOLD PROPERTY SPECIFIED IN SCHEDULE 1 OF THE DEBENTURE;
 - 2. ALL OTHER FREEHOLD AND LEASEHOLD PROPERTY NOW VESTED IN THE COMPANY.

(2)BY WAY OF FIRST FIXED CHARGE:

- 1. ALL FREEHOLD AND LEASEHOLD PROPERTY ACQUIRED BY THE COMPANY AFTER THE DATE OF THE DEBENTURE;
- 2. ALL FREEHOLD AND LEASEHOLD PROPERTY NOW OR IN THE FUTURE BENEFICIALLY OWNED BY BUT NOT VESTED IN THE COMPANY;
- 3. ALL THE PLANT MACHINERY AND FIXTURES AND FITTINGS FURNITURE EQUIPMENTS AND UTENSILS NOW AND IN THE FUTURE BELONGING TO THE COMPANY;
- 4. ALL SHARES AND STOCKS AND OTHER SECURITIES HELD BY THE COMPANY FROM TIME TO TIME AND ANY RIGHTS TO THE ACQUISITION

Addendum 2/3

- OF ANY SUCH SHARES STOCKS OR SECURITIES EXCEPT IN RELATION TO THE SHARES IN THE SPANISH SUBSIDIARY HELD BY THE COMPANY, WHILST THOSE SHARES ARE PLEDGED AS CONTEMPLATED BY CLAUSE 1B(a) OF THE FACILITY LETTER;
- 5. ALL RIGHTS AND INTEREST OF THE COMPANY IN AND CLAIMS UNDER ALL POLICIES OF INSURANCE AND ASSURANCE NOW OR AFTER THE DATE OF THE DEBENTURE HELD BY OR INURING TO THE BENEFIT OF THE COMPANY:
- 6. ALL UNCALLED CAPITAL AND GOODWILL FOR THE TIME BEING OF THE COMPANY;
- 7. ALL ITS RIGHT, TITLE AND INTEREST IN THE SPECIFIED IPRS;
- 8. ALL ITS RIGHT, TITLE AND INTEREST IN ANY IPRS (OTHER THAN THE SPECIFIED IPRS) BELONGING TO IT OR (TO THE EXTENT OF ITS INTEREST) IN WHICH IT HAS AN INTEREST;
- 9. THE CHARGED DEBTS; AND
- 10. THE BENEFIT OF ALL LICENCES, CONSENTS AND AUTHORISATIONS (STATUTORY OR OTHERWISE) HELD BY IT IN CONNECTION WITH ITS BUSINESS OR THE USE OF ANY CHARGED ASSET SPECIFIED IN ANY OTHER SUB-PARAGRAPH IN CLAUSE 3 OF THE DEBENTURE AND THE RIGHT TO RECOVER AND RECEIVE ALL COMPENSATION WHICH MAY BE PAYABLE TO IT IN RESPECT OF THEM.
- (3) BY WAY OF FLOATING CHARGE ALL PROPERTY, ASSETS AND UNDERTAKING OF THE COMPANY BOTH PRESENT AND FUTURE WHEREVER SITUATED AND WHEHTER OR NOT SUBJECT TO A FIXED CHARGE UNDER THE DEBENTURE.
- "CHARGED ASSETS" MEANS THE PROPERTY ASSETS AND UNDERTAKING FOR THE TIME BEING OF THE COMPANY WHICH ARE SUBJECT TO THE CHARGES CONTAINED IN THE DEBENTURE (OTHER THAN THE CHARGED DEBTS) AND REFERENCES TO THE CHARGED ASSETS SHALL INCLUDE REFERENCE TO ALL OR ANY OF THEM.
- "CHARGED DEBTS" MEANS ALL BOOK DEBTS AND OTHER DEBTS NOW AND FROM TIME TO TIME HEREAFTER DUE OWING OR INCURRED TO THE COMPANY OTHER THAN SUCH OF THE SAID DEBTS AS THE BANK MAY HAVE SPECIFICALLY AGREED IN WRITING TO EXCLUDE FROM THE FIRST FIXED CHARGE CONTAINED IN CLAUSE 3.2.9 OF THE DEBENTURE.
- "FACILITY LETTER" MEANS THE TERM LOAN FACILITY AGREEMENT DATED ON OR AROUND THE DATE OF THE DEBENTURE BETWEEN THE COMPANY AS BORROWER AND THE BANK AS LENDER.
- "IPRS" MEANS THE SPECIFIED IPRS AND ALL THE COMPANY'S RIGHT, TITLE AND INTEREST IN (i) ALL OTHER PATENTS, PATENT APPLICATIONS, KNOW-HOW, SERVICE MARKS, DESIGNS, TRADE MARKS, TRADE NAMES, REGISTERED DESIGNS, COPYRIGHTS, LICENCES AND SIMILAR RIGHTS FOR

Addendum 3/3

THE TIME BEING OF THE COMPANY AND ALL PRESENT OR FUTURE AGREEMENTS RELATING TO THE USE BY THE COMPANY OF ANY INTELLECTUAL PROPERTY RIGHTS AND ALL PRESENT OR FUTURE AGREEMENTS UNDER WHICH THE COMPANY IS ENTITLED TO THE PAYMENT OF ANY ROYALTY FEE OR SIMILAR INCOME, IN EACH CASE WHETHER REGISTERED OR NOT, AND (ii) THE BENEFIT OF ALL OTHER APPLICATIONS FOR AND RIGHTS TO USE ANY SUCH ASSETS.

"SPANISH SUBSIDIARY" BEARS THE MEANING ASCRIBED TO THAT TERM IN THE FACILITY LETTER.

"THE SPECIFIED IPRS" MEANS THE INTELLECTUAL PROPERTY RIGHTS LISTED IN SCHEDULE 2 (SPECIFIED IPRS) OF THE DEBENTURE, A COPY OF WHICH IS ATTACHED.



SCHEDULE 2

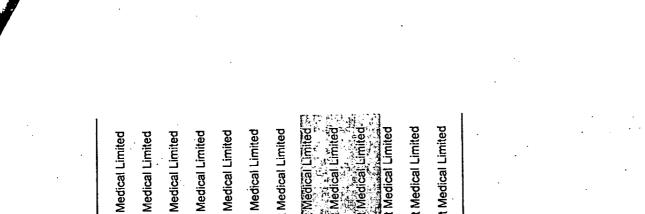
Specified IPRs

#	Patent	Application Number	Publication Number	Territory	Status	Filing date	Priority Date	Owner
	Laryngoscope with offset blade / laryngoscope Fight with camera and light in blade / laryngoscope with offset blade / laryngoscope with offset blade / laryngoscope Fight with camera and light in blade Fight with camera and light with light with camera and light with li	74102/63.3 718 718 718 718 718 718 718 718 718 718	1059555 F 2004/0127770	Hongikong Linited States	Granted Granted Pending	24-Mar-04	°2 ~ 2	Aircraft Medical Limited Aircraft Medical Limited
,	Laryngoscope With Camera in Channel / Laryngoscope with Strengthening Element in Channel	200480017460.X	1809312	China	Granted	29-Apr-04	29-Apr-03	Aircraft Medical Limited
	Laryngoscope With Camera in Channel / Laryngoscope with Strengthening Element in Channel	EP04730297.1	1638451	Europe	Pending	29-Apr-04	29-Apr-03	Aircraft Medical Limited
	Laryngoscope With Camera in Channel / Laryngoscope with Strengthening Element in Channel	2006-506206	2006525058	Japan	Pending	29-Apr-04	29-Apr-03	Aircraft Medical Limited
	Laryngoscope With Camera in Channel / Laryngoscope with Strengthening Element in Channel	10/554812	2007/0167686	sn	Pending	29-Apr-04	29-Apr-03	Aircraft Medical Limited
	Laryngoscope With Camera in Channel / Laryngoscope with Strengthening Element in Channel	200910151569.7	101601574	China	Pending	29-Apr-04	29-Apr-03	Aircraft Medical Limited
7	Laryngoscope With Camera in Channel / Laryngoscope with Strengthening Element in Channel	200910151570.X	101601575	China	Pending	29-Apr-04	29-Apr-03	Aircraft Medical Limited
	Laryngoscope With Camera in Channel / Laryngoscope with Strengthening Element in Channel	200910151525.4	101601573	China	Pending	29-Apr-04	29-Apr-03	Aircraft Medical Limited
	Laryngoscope With Camera in Channel / Laryngoscope with Strengthening Element in Channel	2009100799	2009100799	Australia	Granted	13-Aug-09	29-Apr-03	Aircraft Medical Limited
	Laryngoscope With Camera in Channel / Laryngoscope with Strengthening Element in Channel	2010100554	2010100554	Australia	Granted	13-Aug-09	29-Apr-03	Aircraft Medical Limited
ļ	Laryngoscope With Camera in Channel / Laryngoscope with Strengthening Element in Channel	2011200778	2011200778	Australia	Pending	24-Feb-11	29-Apr-03	Aircraft Medical Limited

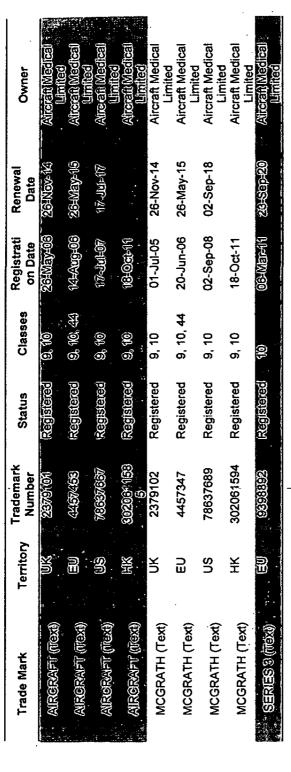
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ω	Laryngoscope Insertion Section with Tube Guide Laryngoscope Insertion Section with Tube Guide Laryngoscope Insertion Section with Tube Guide	EP 10712120.4 To be advised US 13/254,579	Just filed Just filed Just filed	Europe Japan US	Pending Pending Pending	03-Mar-10 03-Mar-10 03-Mar-10	03-Mar-09 .03-Mar-09 03-Mar-09	Aircraft Medical Limited Aircraft Medical Limited Aircraft Medical Limited
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n • 1	External Diameters ** - Laryngoscope Insertion Section with Tube Guide's for Guiding Endotracheal Tubes With a Range of	To be advised		Japan	Pending 1	03-Mar-10	03-Mar-09	Aircraft Medical Limited
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	Insertion Section for Laryngoscope With Lateral Tube Guide	AU 2010220223	AU 2010220223	Australia	Pending	03-Mar-10	03-Mar-09	Aircraft Medical Limited
ć	Insertion Section for Laryngoscope With Lateral Tribe Guide	EP 10711451.4	•	Europe	Pending	03-Mar-10	03-Mar-09	Aircraft Medical Limited
2	Insection Section for Laryngoscope With Lateral Tribe Guide	To be advised	•	Japan	Pending	03-Mar-10	03-Mar-09	Aircraft Medical Limited
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12	Laryngoscopes, Laryngoscope Arms a Methods of Manufacture	PCT/GB2011/05092 2	WO 2011/141749	Internationa I	Pending	13-May-11	13-May-10	Aircraft Medical Limited
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#	Battery Pack and Electrical Device with Demountable Battery Pack	PCT/GB2011/05092 5	WO 2011/141752	Internationa I	Pending	13-May-11	13-May-10	Aircraft Medical Limited
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16	Transducer Mountings and Wearable Monitors		WO 2011/045613	Internationa I	Pending	15-Oct-10	16-Oct-09	Aircraft Medical Limited
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#	Design Rights	Territory	Application Number	Registration Number	Status	Filing date	Owner	
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19	Video Laryngoscope Blade	UK	4017408	4017408	Granted	13-Oct- 10	Aircraft Medical Limited	
	Video Laryngoscope Blade	Australia	11601/2011	336388.0	Granted	12-Apr-	Aircraft Medical Limited	
	Video Laryngoscope Blade	Brazil	13577		Pending	13-Apr-	Aircraft Medical Limited	
	Video Laryngoscope Blade	China	201130082576.4		Pending	13-Apr-	Aircraft Medical Limited	
	Video Laryngoscope Blade	Canada	200099-CA		Pending	13-Apr-	Aircraff Medical Limited	
	Video Laryngoscope Blade	Hong	1100620.8		Pending	13-Apr-	Aircraft Medical Limited	٠
	Video Laryngoscope Blade	India	236083		Pending	12-Apr-	Aircraft Medical Limited	
	Video Laryngoscope Blade	Japan	8491/2011		Pending	13-Apr-	Aircraft Medical Limited	
	Video Laryngoscope Blade	Malaysia	11-00429-0101		Pending	12-Apr-	Aircraft Medical Limited	
	Video Laryngoscope Blade	Singapore	D2011/462/D		Pending	12-Apr-	Aircraft Medical Limited	
	Video Laryngoscope Blade	Mexico	MX/f/2011/001140		Pending	13-Apr-	Aircraft Medical Limited	



Aircraft Medical Limited	Aircraft Medical Limited	Aircraft Medical Limited	Aircraft Medical Limited	Aircraft Medical Limited	Aircraft Medical Limited		Aircraft Medical Limited
13-Apr-	13-Apr-	18-Apr- 11	13-Apr-	13-Apr-	13-Apr-	13-Apr- 11	20-Nov- 27-May- 27-May- 30-Nov- 04 27-May- 05 27-May- 05
Pending	Pending	Pending	Pending	Granted	Granted	Pending	Granted Granted Granted Granted Granted
							3019608 000345962 00018 3 0534 652 3019609 000345970- 0001 D590,501
20111501114	100301717	1102001153	3-2011-00394	001270847-0001	001270847-0002	29/389,593	3019608 000345962-0001 29/230842 3019609 000345970-0001
Russia	Taiwan	Thailand	Vietnam	Europe	Europe	s _n	Europe US: UK US
Video Laryngoscope Blade	· Video Laryngoscope Blade	Laryngoscope Blade 20 Laryngoscope Blade Laryngoscope Handle 21 Laryngoscope Handle Laryngoscope Handle					



Domain Name	Status	Registration Date	Renewal Date	Registrant/Owner
www.efroefilmedieell.com	Registered	11947-603-023	ी/4निटिऽ>1/2	Hebsto Afreed Medeel Unifed
www.aircraftmedical.co.uk	Registered	11-Feb-04	11-Feb-12	1-Feb-12 Aircraft Medical Limited
wwwiltemegrethcom :	्र Registered ।	ીયમંત્રદાસ્ત્ર	११५निवक्ति	194-Peb-12 Aljerafil Medical Umited
www.aircraftmedical.net	Registered	01-Nov-10	01-Nov-11	01-Nov-11 Aircraft Medical Limited
www.elrorefimedicallinfo	Registered	1/V-Wov-10	direNovedid.	गे7-Mov-तारीः Atracata Mediesii Umited



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

COMPANY NO. 220767 CHARGE NO. 2

I HEREBY CERTIFY THAT A CHARGE CREATED BY AIRCRAFT MEDICAL LTD.

ON 29 NOVEMBER 2011

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

IN FAVOUR OF CLYDESDALE BANK PLC

WAS DELIVERED PURSUANT TO SECTION 878 OF THE COMPANIES ACT 2006 ON 3 DECEMBER 2011

GIVEN AT COMPANIES HOUSE, EDINBURGH 5 DECEMBER 2011



