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COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

CHFP025

Please do not
write in
this margin

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

* insert full name
of Company

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

For official use

Company number

06343757

Name of company

Fagron UK Limited (the **Company**)

Date of creation of the charge

6 February 2009

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

A Debenture (the **Deed**) dated 6 February 2009 between (1) the Company and (2) Fortis Bank S.A./N.V. (the **Bank**).

Amount secured by the mortgage or charge

All indebtedness, obligations and liabilities of the Company to the Bank existing on or after the date of the Deed whether actual, contingent, joint or several including (without limitation) all expenses, legal fees, taxes and any charges or costs incurred by the Bank in relation to any Financing or any guarantee, indemnity or other credit support undertaking given by the Company to the Bank in respect of any other person's liabilities (present or future, actual or contingent, joint or several) owed to the Bank (**Secured Liabilities**).

See the M395 Continuation Sheet attached for definitions.

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

Fortis Bank S.A./N.V., 5 Aldermanbury Square, London.

Postcode EC2V 7HR

Presentor's name address and
reference (if any):

Denton Wilde Sapte LLP
One Fleet Place
London EC4M 7WS
SZ/NEG/48094.00027

Time critical reference

For official Use (02/00)

Mortgage Section

Post room



LD3

13/02/2009

125

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See the M395 Continuation Sheet attached.

Please do not
write in
this margin

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed *Denton Wilde Saype LLP*

Date *13.02.2009*

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

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to Companies
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respect of each
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or charge.
(See Note 5)*

Notes

[†] delete as
appropriate

- 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 must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Name of company

* insert full name
of company

Fagron UK Limited (the Company)

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

The Company with full title guarantee as a continuing security for the payment of the Secured Liabilities has:

- 1 charged to the Bank:
 - (a) by way of legal mortgage its interest in the Land referred to in Schedule 3 of the Deed (*Land charged by way of legal mortgage*); and
 - (b) by way of fixed charge any right, title or interest which it has on the date of the Deed or may subsequently acquire to or in any other Land.
- 2 mortgaged or (to the extent that the Deed has not taken effect as a mortgage) charged to the Bank by way of fixed charge all its Investments including (without limitation) those held for it by a nominee.
- 3 charged to the Bank by way of fixed charge (a) all patents, petty patents, trade marks, service marks, trade names, domain names, rights in designs, software rights, utility models, database rights, copyrights, rights in the nature of copyright, and all other forms of intellectual or industrial property (the **IP Rights**); and (b) all other rights of every kind (including, without limitation, fees and royalties) deriving from the IP Rights belonging to the Company on or after the date of the Deed arising or subsisting in any jurisdiction and whether registered or not.
- 4 charged to the Bank by way of fixed charge its goodwill.
- 5 charged to the Bank by way of fixed charge its uncalled capital.
- 6 charged to the Bank by way of fixed charge the benefit of each authorisation, consent, permission, approval, resolution, licence, exemption, filing, notarisation or registration held in relation to any Security Asset.
- 7 charged to the Bank by way of fixed charge the Deposit and all its right, title and interest in the Deposit.
- 8 pledged to the Bank all of its right, title and interest in and to the Pledged Assets.
- 9 assigned to the Bank absolutely all its right, title and interest in and to each Receivable.
- 10 assigned to the Bank absolutely all its rights and interests under all contracts and policies of insurance.
- 11 assigned to the Bank absolutely all rights under any agreement to which it is a party that are not mortgaged, charged by way of fixed charge or assigned under any of paragraphs 3.2 to 3.11 (inclusive) of the Deed.
- 12 charged to the Bank by way of floating charge all its business, undertakings and assets existing on or after the date of the Deed which are not effectively mortgaged, charged by way of fixed charge, assigned or pledged under paragraph 3 of the Deed. Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply.

If or to the extent that for any reason the assignment or charging of any Security Asset is prohibited, the Company holds it on trust for the Bank.

Negative Pledge

The Company has undertaken that it would not without the prior consent in writing of the Bank:

- (a) sell, transfer, lend or otherwise dispose of the whole or any substantial part of any Security Asset, or to enter into an agreement to make any such disposal;
- (b) create or permit to subsist any Security Interest over any Security Asset except Security Interests entered into under the Deed and Security Interests over Pledged Assets that are permitted under paragraph 14.3(n) of the Deed; and

Name of company

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(c) enter into any onerous obligations or restriction affecting any Security Agent.

Definitions:

Accounts means each and every bank account of the Company held with the London Branch of the Bank and any new account opened pursuant to paragraph 12 of the Deed (in each case, as those accounts may from time to time be replaced, re-designated or re-numbered) and sub-accounts of those accounts.

Deposit means all or any of the amounts standing to the credit of the Accounts on or after the date of the Deed, together with any interest accrued or accruing from time to time on any of those amounts and all other rights and claims of the Company in respect of any of those amounts and the Accounts.

Financing means each of the loans or credit facilities, hedging facilities, foreign exchange facilities or other banking facilities which the Bank may from time to time agree to grant or continue to make available to the Company.

Investments means:

- (a) all stocks, shares, debentures, bonds, notes, securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments;
- (b) all allotments, accretions, offers, options, rights, bonuses, benefits and other advantages, whether by way of conversion, redemption, preference, option or otherwise which at any time accrue to or are offered or arise in respect of them; and
- (c) all dividends, interest and other distributions paid or payable on or in respect of them.

Land has the same meaning as it has in section 205(1) of the Law of Property Act 1925.

Pledged Assets means the Pledged Documents and the Pledged Goods.

Pledged Documents means all bills of exchange, promissory notes, securities and other negotiable instruments, all bills of lading, mate's receipts, warrants, delivery orders, forwarder's certificates of receipt, holding certificates, wharfinger's or other warehousekeeper's warrants or receipts, all policies and certificates of insurance and all other documents of title and other documents relating to any Pledged Goods.

Pledged Goods means all goods from time to time in the possession of, or stored in the name of, or received by, or deposited or lodged with, or transferred to or otherwise held by, or to the order of, or under the control of, the Bank or its agent or nominee (either directly or indirectly and whether for safe keeping, collection, security or otherwise and whether in England or elsewhere).

Receivable means a debt that is owed or will become due to the Company that:

- (a) has arisen or will arise from or is in any way related to any transaction for which the Bank has provided finance (whether directly or indirectly); and/or
- (b) is designated as such by the Company and the Bank,

together in each case with all ancillary rights including (without limitation) insurance, guarantees, letters of credit, indemnities or other credit support, and contractual claims relating to that receivable.

Security means the Security Interests created or intended to be created under the Deed.

Security Asset means any asset of the Company which is the subject of any Security.

M395 Continuation Sheet

Company number

06343757

Name of company

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Fagron UK Limited (the **Company**)

Security Interest means any mortgage, charge, assignment by way of security, pledge, hypothecation, lien, right of set off, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same, or any agreement to sell or otherwise dispose of any asset on terms whereby such asset is or may be leased to or re-acquired by the person selling it (or a person connected to the person selling it).

References to the Deed or any other document are references to the Deed or that other document, as varied, novated, supplemented or replaced from time to time.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6343757
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 6 FEBRUARY
2009 AND CREATED BY FAGRON UK LTD FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
FORTIS BANK S.A./N.V. ON ANY ACCOUNT WHATSOEVER
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 13 FEBRUARY 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 FEBRUARY
2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES