

000156/13 *WJ*

**M**

COMPANIES FORM No. 395

**395**

CHWP000

Please do not  
write in  
this margin

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

\* insert full name  
of Company

## 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

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

For official use

Company number

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5202101

Name of company

\* EVOLVED MEDICAL SERVICES LIMITED

Date of creation of the charge

8 OCTOBER 2008

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

ALL ASSETS DEBENTURE

Amount secured by the mortgage or charge

All the monies which now or at any time in future may be owing due and/or payable (but remaining unpaid) by the Company to the Chargee in any manner and for any reason on any account, including all such monies due by the Company, either alone or jointly with any other person or on any partnership account (even though the whole of any part of such monies is represented or secured by any mortgages, guarantees, trust receipts, bills of exchange, leasing, hire or conditional sale agreements, assignments, agreements for discounting or factoring of debts or any other agreements or securities) and whether or not any of them have or has fallen due or become payable and whether or not default shall have been made in respect thereof

CONTINUED ON CONTINUATION SHEET

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

Resource Partners SPV Limited of Studio 4, 114 Power Road, London ("the Chargee")

Postcode W4 5PY

Presenter's name address and  
reference (if any)

Paul Davidson Taylor  
DX 57617 Horsham (REF DAS)

Time critical reference

For official Use (02/06)  
Mortgage Section

Post room

TUESDAY



\*ATL1J4CO\*

A27

28/10/2008

407

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1 By way of legal mortgage

1 1 on all the freehold and leasehold property wherever situate (other than any heritable property in Scotland), and includes all liens, charges, options, agreements, rights and interests in or over such property or the proceeds of sale of such property and all buildings and all fixtures and fittings (including trade fixtures and fittings), fixed plant and machinery and other items attached to such property, whether or not constituting a fixture at law (the "Fixtures") thereon and all rights, easements and privileges appurtenant to, or benefiting (the "Properties") (if any) specified in Schedule 2, and

1 2 all Properties (other than any Properties specified in Schedule 2) now owned by the Company or in which the Company has an interest

CONTINUED ON CONTINUATION SHEET

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)

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

Signed Paul Davidson Taylor

Date 27 OCTOBER 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 CF14 3UZ.

† delete as appropriate

CHWP000

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write in this  
binding margin

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

Particulars of a mortgage or charge  
(continued)

Continuation sheet No <sup>1</sup>  
to Form No 395 and 410 (Scot)

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

Company number

5202101

Name of company

EVOLVED MEDICAL SERVICES LIMITED

Limited \*

\* delete if  
inappropriate

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

Also includes any of the following items, whether now or in the future

- (a) all monies due or payable under the agreement for The Purchase of Receivables (if any) for the sale and purchase of Debts (as defined therein) and/or a conditional sale agreement and/or any loan agreement and/or any other type of agreement between the Company and the Chargee, details of which are set out in Part 2 of Schedule 1 and any amendments or alterations to it or them and any replacement of it or them which may be agreed between the parties (the "Financing Agreements") (if any) or any loan agreement or similar between the Company and the Chargee or by virtue of any guarantee or indemnity given by the Company to the Chargee,
  - (b) all advances which the Chargee has made or shall make to the Company,
  - (c) any indebtedness now or hereafter to be incurred by the Chargee for or at the request of the Company, including all monies which the Chargee shall pay or become liable to pay for or on account of the Company or any other person at the request or order of the Company or under its authority, either alone or jointly with any other person and whether or not by any of the following
    - (i) The Chargee making direct advances, or
    - (ii) The Chargee drawing, accepting, endorsing, paying or discounting any cash, cheques, bills of exchange, negotiable and non-negotiable instruments, letters of credit, orders, drafts, promissory notes, electronic payments and any other instruments, methods or forms of payment or engagement, or
    - (iii) The Chargee entering into any bond, guarantee, indemnity or letter of credit, or
    - (iv) The Chargee confirming orders, or
    - (v) The Chargee otherwise accepting any other liability for or on behalf of the Company,
  - (d) all monies which The Chargee can charge to the Company and all costs charges and expenses incurred by The Chargee following default in payment of any such monies or of breach by the Company of any of the provisions of this deed,
  - (e) the charges of surveyors and/or solicitors instructed by the Chargee in connection with any part of the subject matter of the mortgages and charges (or any or any part of them, if the context so allows) created by this deed and set out at clause 3 of the deed (the "Charged Assets"),
  - (f) all costs and charges and expenses which the Chargee may from time to time incur in
    - (i) stamping, perfecting, registering or enforcing this security, or
    - (ii) the negotiations for the preparation and execution of this deed, and the Financing Agreements or any guarantee, indemnity, priority arrangement, waiver or consent in respect of them, or
    - (iii) obtaining payment or discharge of Secured Monies, or
    - (iv) paying any rent, rates, taxes or outgoings for the Charged Assets, or
    - (v) insuring, repairing, maintaining, managing or realising any part of the Charged Assets, or
    - (vi) the preservation or exercise of any rights under or in connection with this deed or any attempt to do so, or
    - (vii) giving a discharge or release of this security, or
    - (viii) dealing with or obtaining advice about any other matter or question arising out of or in connection with this deed with the intention that the Chargee shall be afforded a full complete and unlimited indemnity against all costs, charges and expenses paid or incurred by it and whether arising directly or indirectly in respect of this security or of any other security held by the Chargee for the Secured Monies,
  - (g) all monies expended by any attorney appointed under clause 6 3 of the this deed in exercising his powers,
  - (h) interest on all monies due and owing to the Chargee at such rate as may from time to time be payable pursuant to any agreement or arrangement relating thereto,
- (collectively, the "Secured Monies")

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write in this  
binding margin

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

*Please complete  
legibly, preferably  
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bold block lettering*

2 By way of fixed charge on all of the following assets, whether now or in future belonging to the Company

2 1 the freehold and leasehold properties of the Company not effectively mortgaged under paragraph 1 1 and 1 2 above including such as may hereafter be acquired,

2 2 all Fixtures in, on or attached to the property subject to the legal mortgages under paragraph 1 1 and 1 2 above and all spare parts, replacements, modifications and additions for or to the same,

2 3 any other freehold and leasehold property which the Company shall own together with all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery in, on or attached to such property and all spare parts, replacements, modifications and additions for or to the same,

2 4 all machinery, equipment, furniture, furnishings, fittings and fixtures and other tangible personal property (other than stock), including, without limitation, data processing hardware and software, motor vehicles, aircraft, dies, tools, jigs and office equipment, together with all present and future additions thereto, replacements or upgrades thereof, components and auxiliary parts and supplies used or to be used in connection therewith and all substitutes for any of the foregoing, and all manuals, drawings, instructions, warranties and rights with respect thereto wherever any of the foregoing is located and any other asset which would be treated as a fixed asset under accounting principles and practices which are for the time being generally acceptable in the United Kingdom (the "Equipment") (if any) listed in Schedule 4, and the benefit of all contracts and warranties relating to the same,

2 5 all Equipment, (other than Equipment specified in Schedule 4), and the benefit of all contracts and warranties relating to the same,

2 6 all goodwill, unpaid and/or uncalled capital of the Company,

2 7 all the Company's patents (including applications, improvements, prolongations, extensions and right to apply therefor) designs (whether registered or unregistered) copyrights, design rights, trade marks and service marks (whether registered or unregistered) utility models, trade and business names, know-how, formulae, inventions, confidential information, trade secrets and computer software programs and systems (including the benefit of any licences or consents relating to any of the above) and all fees, royalties or other rights derived therefrom or incidental thereto in any part of the world,

2 8 all the Company's stocks, shares, bonds and securities of any kind whatsoever and whether marketable or otherwise and all other interests (including but not limited to loan capital) both present and future held by the Company in any person and includes all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property offered at any time by way of dividend, conversion, redemption, bonus, preference, option or otherwise in respect thereof,

2 9 all loan capital, indebtedness or liabilities on any account or in any manner owing to the Company from any subsidiary of the Company or a member of the Company's Group,

2 10 all amounts realised by an administrator or liquidator of the Company, upon enforcement or execution of any order of the Court under Part IV of the Insolvency Act 1986,

2 11 all documents of title to any item of property which at any time and for any purpose has been or may be deposited with the Chargee,

2 12 the assets mentioned in the title documents referred to in 2 11 above,

2 13 any account in the name of the Company under the control of or operated in accordance with the directions of the Chargee,

2 14 on all or any Debts of the Company to be purchased by the Chargee pursuant to the Financing Agreements but which fail to vest absolutely and effectively in the Chargee for any reason, together with the Associated Rights (as defined in the Financing Agreements) to such Debts (the "Non-Vesting Debts"),

2 15 on all sums due and owing or accruing due and owing to the Company whether or not on account of its trading both present and future except, (a) Non-Vesting Debts, and (b) any Debts whilst they remain absolutely and effectively vested in or held on trust for the Chargee under the Financing Agreements and whether such vesting results from a legal or equitable assignment, and

3 By way of first floating charge,

3 1 the Company, with full title guarantee, hereby charges to the Chargee as a continuing security for the payment and discharge of the Secured Monies its undertaking and all its property, assets and rights whatsoever and wheresoever both present and future other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment pursuant to paragraphs 1-2 above inclusive of this deed or otherwise pursuant to this deed but including (without limitation and whether or not so effectively charged) any of its property and assets situated in Scotland



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

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

**COMPANY NO. 5202101  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN ALL ASSETS DEBENTURE  
DATED 8 OCTOBER 2008 AND CREATED BY EVOLVED  
MEDICAL SERVICES LIMITED FOR SECURING ALL MONIES  
DUE OR TO BECOME DUE FROM THE COMPANY TO  
RESOURCE PARTNERS SPV LIMITED 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 28  
OCTOBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 OCTOBER  
2008

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02



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

28/10/08

Sean Nash

# Mortgage