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CHFP025

Please do not
write in
this marginPlease complete
legibly, preferably
in black type, or
bold block lettering* insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

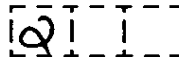
A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



5466033

Name of company

* Assura Medical Limited (the "Chargor")

Date of creation of the charge

15 November 2007

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

Debenture dated 15 November 2007 and entered into between the Chargor and the Security
Trustee (the "Deed")

Amount secured by the mortgage or charge

All present and future indebtedness, monies, obligations and liabilities of the Borrower and
each other Obligor to the Secured Finance Parties under the Deed and each of the other
Finance Documents in whatever currency denominated whether actual or contingent, present
or future and whether owed jointly or severally or as principal or as surety together with the
Secured Finance Parties' charges and commission, interest and Expenses (the "Secured
Liabilities")

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

National Australia Bank Limited (ABN 12 004 044 937) of 88 Wood Street, London as
trustee and agent for the Secured Finance Parties (the "Security Trustee")

Postcode EC2V 7QQ

Presenter's name address and
reference (if any)

CMS Cameron McKenna LLP

Mitre House

160 Aldersgate Street

London

EC1A 4DD

KUGA/0N1000 00772

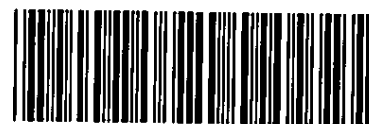
Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

THURSDAY



LVR7WV27

LD5

29/11/2007

134

COMPANIES HOUSE

Please return via
CH London Counter004 0004 1/13
395

Please see attached rider

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)

N/A

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

Signed M/S Cameron McKenna Ltd Date 28/11/2007

On behalf of ~~XXXXXX XXXXXX~~ [chargee] †

† delete as
appropriate

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

Rider to Form 395

Company Name: Assura Medical Limited

Registration Number: 5466033

Short particulars of all the property mortgaged or charged

1. Fixed Security

Creation of Fixed Security

- 1 1 The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charged in favour of the Security Trustee (as trustee for the Secured Finance Parties) by way of a first legal mortgage all of the Chargor's right, title and interest in and to the freehold, commonhold and leasehold property vested in it as at the date of the Deed (including, but not limited to, the freehold, commonhold and leasehold property (if any) specified in Schedule 3 (*Real Property*) of the Deed and referred to in Note C below)
- 1 2 The Chargor, as continuing security for the payment, discharge and performance of all the Secured Liabilities, charged in favour of the Security Trustee by way of first fixed charge all of the Chargor's right, title and interest in and to the following assets, both present and future
- 1 2 1 ***Other real property*** - all estates or interests in any other freehold, commonhold, title absolute or leasehold property (other than such property effectively mortgaged under Clause 1 1 above),
- 1 2 2 ***Rental income*** - any amounts owing to it by way of rent, licence fee, service charge, dilapidations, ground rent and rent charge in respect of the Mortgaged Property,
- 1 2 3 ***Fixed or other plant and machinery*** - all fixed and other plant and machinery, computers, vehicles and office equipment owned by it and its interest in any such items in its possession (but excluding any of those items to the extent that they are part of its stock in trade),
- 1 2 4 ***Insurances*** - the benefit of its rights and interests in and in connection with all Insurances including all claims, the proceeds of all claims and returns of premium,
- 1 2 5 ***Licences on land*** - all licences both present and future held by it to enter upon or use land and/or to carry on the business carried on on that land and the benefit of all other agreements relating to land to which it is or may become a party or be otherwise entitled,
- 1 2 6 ***Rights as Tenant*** - where any such Mortgaged Property is leasehold, any present or future right or interest conferred upon it by virtue of any enfranchising legislation which confers upon a tenant(s) of property whether individually or collectively with other tenants of that or other properties the right to acquire a new lease of that property or to acquire or require the acquisition by a nominee of the freehold, title absolute or any intermediate reversionary interest in that property including the Leasehold Reform Act 1967 and the Leasehold Reform Housing and Urban Development Act 1993 but does not include Part II of the Landlord and Tenant Act 1954,
- 1 2 7 ***Book Debts*** - all of its present and future book debts (and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same),

- 1 2 8 **Other Debts** - all of its other debts or monetary claims, including all choses in action which may give rise to a debt (and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same),
- 1 2 9 **Bank Accounts and Deposits** - all money from time to time deposited with or standing to the credit of any bank account of the Chargor with any person (including the Agent), or in which the Chargor is interested, including any rent deposit given to secure liabilities of or to the Chargor in relation to land, any retention or similar sum arising out of a construction contract or any other contract (and in each case, any cheque, bill, note, negotiable instrument or other document representing the same),
- 1 2 10 **Securities** - all Securities and Related Rights, except all of Assura Property Limited's (formerly MPIF Holdings) Securities and Related Rights in Infracore (Midlands) Limited,
- 1 2 11 **Uncalled Capital** - its present and future uncalled capital,
- 1 2 12 **Goodwill** - its present and future goodwill,
- 1 2 13 **Intellectual Property** - its Intellectual Property,
- 1 2 14 **Other I.P. Rights** - its Other I P Rights,
- 1 2 15 **Licences etc.** - the benefit of all licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any other Security Asset (including, for the avoidance of doubt, the Pharmaceutical Licences) and the right to recover and receive all compensation which may be payable to it in respect of them,
- 1 2 16 **Contracts** - the benefit of
- (a) any currency or interest swap or any other interest or currency protection, hedging or financial futures transaction or arrangement whether entered into with any Hedge Counterparty or any other person,
 - (b) all contracts, guarantees, appointments, warranties and other documents to which it is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation of any Mortgaged Property or Premises,
 - (c) all of the contracts for the supply of goods and/or services by or to it or of which it has the benefit, including any contracts of hire or lease of chattels, including, but not limited to
 - (i) the right to demand and receive all monies whatsoever payable to or for its benefit under or arising from them,
 - (ii) all remedies provided for in them or available at law or in equity,
 - (iii) its right to compel performance of them, and
 - (iv) all other rights, interests and benefits whatsoever accruing to or for the benefit of the Chargor arising from them

- 1 3 A reference in the Deed to a charge, assignment or mortgage of any asset includes
- 1 3 1 the proceeds of sale of any part of that asset,
- 1 3 2 the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that asset or any moneys paid or payable in respect of those covenants, and
- 1 3 3 in respect of the Mortgaged Property, all Premises and fixtures (including trade fixtures and fittings and tenants' fixtures and fittings) on the Mortgaged Property

2. Floating Charge

Creation of Floating Charge

The Chargor as security for the payment, discharge and performance of all of the Secured Liabilities, charged in favour of the Security Trustee by way of a first floating charge all its undertaking and all its other property, assets and rights whatsoever, all the stock in trade of the Chargor and the property, assets and rights not otherwise effectively mortgaged, charged or assigned by way of first legal or equitable mortgage first fixed charge or first legal or equitable assignment in Clause 1 (*Fixed Security*) above

3. NOTES

(A) The Deed contains, without limitation, the following covenants:

Restrictions on Dealing/Negative Pledge

- 1 1 The Chargor shall not
- 1 1 1 create or permit to subsist any Security Interest on any Security Asset other than one expressly permitted under the Finance Documents or with the prior written consent of the Security Trustee, or
- 1 1 2 sell, transfer, grant, lease, factor, discount or otherwise dispose of any Security Asset or permit the same to occur, except for the disposal in the ordinary course of trade (as conducted by the Chargor at the date of the Deed) of any Security Asset which is subject only to the floating charge created by the Deed or where expressly permitted under the Finance Documents, or
- 1 1 3 enter into any sale or agency agreement, stock financing or other arrangement which has the same economic effect as creating a Security Interest over any Security Assets

(B) Definitions

In this Form 395 the following expressions shall have the following meanings

"Agent" means National Australia Bank Limited (ABN 12 004 044 937),

"Amended and Restated Guernsey Share Charge" means the amended and restated Guernsey law charge over the entire issued capital of Assura Property Limited and Assura Pharmacy Holdings Limited respectively and made between the Borrower and the Security Trustee dated as at 21st July 2005,

"Arranger" means National Australia Bank Limited (ABN 12 004 044 937),

“Borrower” means Assura Group Limited (Company number 41230) whose registered office is at Suite 4, Albert House, South Esplanade, St Peter Port, Guernsey GY1 3TX,

“Deed of Admission” means the deed of admission to the First Debenture dated on or about the Second Effective Date whereby the Chargor accedes to the First Debenture,

“Duty of Care Agreement” has the meaning given to that term in the Facility Agreement,

“Expenses” all expenses (on a full indemnity basis) including costs, legal costs, charges, expenses and damages sustained or properly incurred by the Security Trustee or any Receiver at any time in connection with the Security Assets or the Secured Liabilities or in taking or perfecting the Deed or in protecting, preserving, defending or enforcing the security created by the Deed or in exercising any power under the Deed (including any payments made on the Chargor’s behalf under any terms of the Deed) or otherwise with interest from the date they are incurred and in the case of expenses incurred in taking the Deed shall be the agreed reasonable costs, legal costs, charges and expenses properly incurred by the Security Trustee,

“Facility Agreement” means the revolving loan facility agreement dated 21st July 2005 as amended and restated on 15th June 2006, 2nd May 2007 and 13th September 2007 and as further amended by an amendment letter dated 15th November 2007 and made between (1) the Borrower, (2) the Arranger, (3) National Australia Bank Limited as the original lender, (4) the Agent, (5) the Security Trustee, (5) the Original Hedge Counterparty and (6) Clydesdale Bank plc as WCF Bank,

“Fee Letter” means any letter or letters dated on or about the date of the Facility Agreement or the Second Amendment Date (as applicable) and made between the Arranger and the Borrower (or the Agent and the Borrower) setting out any of the fees referred to in Clause 11 (*Fees*) of the Facility Agreement,

“Finance Documents” means the Facility Agreement, the Security Documents, any Duty of Care Agreement, any Fee Letter, the WCF Letters, the Supplemental Agreement, the Second Supplemental Agreement, the First Amendment Letter, the Second Amendment Letter, any other document designated as such by the Agent and the Borrower and, other than for the purposes of Clause 12 (*Tax gross up and indemnities*) of the Facility Agreement, Clause 13 (*Increased costs*) of the Facility Agreement and Clause 33 (*Set off*) of the Facility Agreement, any Hedging Agreement,

“Finance Party” means a Lender (as defined in the Facility Agreement), the Agent, the Arranger or the Security Trustee,

“First Amendment Letter” means the amendment letter in relation to the Facility Agreement made between the parties thereto and dated on or about 13th September 2007,

“First Comfort Letter” means the comfort letter dated 13th September 2007 and entered into between the Obligors and the Security Trustee, confirming that the Security Documents are to continue in full force and effect as at 13th September 2007,

“First Debenture” means the composite guarantee and debenture in the agreed form entered into by the Obligors in favour of the Security Trustee on 21st July 2005,

“Guernsey Account Charge” means the Guernsey law charge over the Rent Account in the agreed form entered into or to be entered into by Assura Property Limited in favour of the Security Trustee dated 21st July 2005,

“Hedging Agreement” means each interest rate swap or other hedging arrangements entered into pursuant to Clause 20 16 (*Hedging*) of the Facility Agreement,

“Hedge Counterparty” means

- (a) the Original Hedge Counterparty, and
- (b) any person approved by the Agent acting reasonably who has entered into a Hedging Agreement with the Borrower and has become a party in accordance with Clause 25 (*New Hedge Counterparty*) of the Facility Agreement,

“Insurances” all or any of the contracts and policies of insurance or assurance taken out by the Chargor or (to the extent of its interest) in which the Chargor has an interest,

“Intellectual Property”

- (a) all patents, trademarks, service marks, design rights and all other registered or registerable intellectual property rights existing as at the date of the Deed or at any time during the continuance of the security,
- (b) any applications for registerable intellectual property rights and the benefit of any priority dates attaching to such applications and all benefits deriving from all these including royalties, fees, profit sharing agreements, income from licences,
- (c) all copyrights (including rights in software), source codes, brand names and other similar intellectual property rights,
- (d) all physical material owned by the Chargor in which the intellectual property might be incorporated,

“Mortgaged Property” any freehold, commonhold, title absolute or leasehold property the subject of the security created by the Deed and references to any **“Mortgaged Property”** shall include references to the whole or any part or parts of it

“Obligor” means the Borrower and any other person which enters into a Security Document in favour of the Security Trustee which at the Second Effective Date includes Assura Property Limited, Assura Pharmacy Holdings Limited (formerly MPF Pharmacies Limited), Assura Pharmacy Limited (formerly Healthcare Pharmacies Limited), BHE (Heartlands) Limited and the Chargor,

“Original Hedge Counterparty” means National Australia Bank Limited (ABN 12 004 044 937),

“Other I.P. Rights” all know-how, confidential information and trade secrets,

“Pharmaceutical Licences” inclusion in the pharmaceutical list(s) of a Primary Care Trust within the meaning of The National Health Service (Pharmaceutical Services) Regulations 2005 or any successor or replacement legislation from time to time regulating the entitlement to provide pharmaceutical services from premises in a Primary Care Trust’s locality by way of the provision of medicinal products and/or appliances to persons presenting prescriptions for such medicinal products or appliances by health care professionals in pursuance of their functions in the health service, the Scottish health service or the Northern Ireland health service,

“Premises” all buildings and erections on or forming part of the Mortgaged Property,

“Receiver” a receiver, receiver and manager or administrative receiver appointed under the Deed,

“Related Rights” in relation to the Securities all dividends, interest, benefits, property, rights, accretions, moneys, advantages, credits, rebates, refunds (including rebates and refunds in respect of any tax, duties, imposts or charges) and other distributions paid or payable in respect of the Securities whether by way of bonus, capitalisation, conversion, preference, option, substitution, exchange, redemption or otherwise,

“Rent Account” has the meaning given to that term in the Facility Agreement,

“Second Amendment Date” means 15th November 2007,

“Second Amendment Letter” means the amendment letter in relation to the Facility Agreement made between the parties thereto and dated on or about the Second Amendment Date,

“Second Comfort Letter” means the comfort letter dated on or about the Second Amendment Date and entered into between the Obligors and the Security Trustee, confirming that the Security Documents are to continue in full force and effect as at the Second Amendment Date

“Second Effective Date” means 2nd May 2007,

“Second Supplemental Agreement” means the amendment and restatement agreement in relation to the Facility Agreement made between the parties thereto and dated on or about the Second Effective Date,

“Secured Finance Parties” means each of the Finance Parties, the WCF Bank and a Hedge Counterparty,

“Securities” all stocks, shares, loan notes, bonds, certificates of deposit, depository receipts, loan capital indebtedness, debentures or other securities from time to time legally or beneficially owned by the Chargor and including all Related Rights and all property and rights of the Chargor in respect of any account held by or for the Chargor as participant or as beneficiary of a nominee or trustee participant with any clearance or settlement system or depository or custodian or sub-custodian or broker in the United Kingdom or elsewhere,

“Security Assets” all assets of the Chargor which are the subject of any security created by the Deed,

“Security Document” means the First Debenture (as supplemented by the Supplemental Deed and the Deed of Admission), the Deed, the Guernsey Account Charge, the Amended and Restated Guernsey Share Charge, the First Comfort Letter, the Second Comfort Letter and any other document evidencing or creating Security to secure any obligation of an Obligor to the Secured Finance Parties under the Finance Documents,

“Security Interest” any mortgage, charge (fixed or floating), pledge, lien, assignment or hypothecation or any other type of preferential right or arrangement (including set-off, title transfer, title retention and trust arrangements), the economic or commercial effect of which is, in the reasonable opinion of the Security Trustee, similar to conferring security,

“Supplemental Agreement” means the amendment and restatement agreement in relation to the Facility Agreement made between the parties thereto and dated 15th June 2006,

“Supplemental Deed” means the supplemental deed to the First Debenture entered into by the Obligor in favour of the Security Trustee and dated 15th June 2006,

“WCF Bank” means Clydesdale Bank PLC, and

“WCF Letters” means together

- (a) the letter dated on or about the Second Amendment Date from the WCF Bank to Assura Pharmacy Limited making available certain overdraft facilities, and replacing the overdraft letter dated 2nd May 2007 between the same parties and any replacement thereof, and
- (b) the letter dated on or about the Second Amendment Date from the WCF Bank to Assura Property Limited making available certain ancillary facilities and replacing the ancillary facility letter dated 2nd May 2007 between the same parties and any replacement thereof

(C) Real Property

Name	Address	Town	Title Number
Ashby Turn Primary Care Centre	Ashby High St	Scunthorpe	HS282837
Queensbridge Group Practice	24 Holly St	Hackney	EGL355136
Thomas Walker Medical Centre	87-89 Princes St	Peterborough	CB115171
Victoria Medical Centre	7 Victoria Crescent West, Summer Lane	Barnsley	SYK390804 SY405544
Farndon Health Centre	Church Lane	Farndon	CH326976
Alt Goch Medical Centre	Alt Goch Lane	Flint	CYM178142
Isodore Medical Centre	58-60 Chadwick Rd	Camberwell	321496
The Major Oak Medical Practice	The High Street	Edwinstowe	NT371427 NT343795 NT346758
Mill Hill Surgery	111-113 Avenue Road	Acton	AGL57846
The Northgate Surgery	Northgate	Pontefract	WYK124645
Rushgreen Medical Centre	261 Dagenham Rd	Romford	EGL363262
The Keat's Group Practice	2 Downshire Hill	Hampstead	LN131239 NGL740097
The Orchard Medical Centre	Gascoigne Road	Barking	EGL387279
The Cassidy Medical Centre	651a Fulham Road	Fulham	NGL544443
Church Walk Surgery	Church Walk	Metheringham	LL78589
St Hilary Brow Practice	169 & 204 Wallasey Rd	Wallasey	CH68115 MS151516
Elizabeth Street Surgery	61 Elizabeth St	Blackpool	LA878839
Willows Medical Centre	8 Osbourne Drive, Queensbury	Bradford	WYK638940
Wide Way Clinic	16 Wideway	Mitcham	TGL87812
Ling House Medical Centre	49 Scott Street	Keighley	WYK672015
Beechwood Medical Centre	50a Keighley Rd	Halifax	WYK623882 WYK628665
Craven Road Medical Centre	60 Craven Road/Cross Chancellor Street	Leeds	WYK620571
The Outwood Park Medical	Portovens Lane	Wakefield	WYK651810

Name	Address	Town	Title Number
Centre			
Middlestown Medical Centre	New Road Middlestown	Wakefield	WYK710218 WYK710221
The Rossington Medical Centre	Grange Lane, Rossington	Doncaster	SYK405621
Wordsworth Avenue Medical Centre	19 Wordsworth Avenue	Newham	EGL356545
Green Bank Surgery	274-276 Manchester Road	Warrington	CH106580 CH458753
Long Lane Surgery	Beacon Hill	Coalville	LT324663
Benefits Agency Examination Clinic	Festival Park	Stoke on Trent	SF344837
Ashfields Health Centre	Middlewich Rd	Sandbach	CH460827
Denton Medical Practice	98-100 Ashton Road	Denton	GM855695 GM859078 GM855692 GM156083
Bonnyrigg Health Centre	109-111 High Street	Bonnyrigg	MID15948
Waverley Medical Centre	Dalrymple Street	Stranraer	WGN2529
Dene Drive Primary Care Centre	Dene Drive	Winsford	CH554645
The Retail Concourse, York District Hospital	Wigginton Road	York	NYK300230
The Houghton Close Medical Centre	Oliver Street	Amphill	BD188633
Glenholme	Pasture Lane	Clayton	WYK713759
Apollo Centre for Health	Wartling Road	Eastbourne	ESX255466
Park Edge Medical Centre	Asket Drive	Leeds	WYK725189
New Collegiate Medical Centre	Bellott Street	Cheetham Hill, Manchester	GM922699
Kingskerwell Health Centre	School Road	Kingskerwell, Devon	DN488001
Earnswood Medical Centre	92/98 Victoria Street	Crewe	CH102672
Primary Care Unit	Priory Health Park	Wells	WS19962
Hessle Medical Centre	11 Hull Road	Kingston upon Hull	HS254578
Plot 12A	Arnhall Business Park	Westhill	ABN70629
132 Mountcastle Drive South		Edinburgh	MID20542 MID30110
Walderslade Hoyland Medical Centre	High Croft Hoyland	Barnsley	SYK473968 SYK473976
Unit A, B and C Ewen Henderson Court	Goodwood Road	London	TGL240666
Moss Grove Surgery	15 Moss Grove	Kingswinford	WM307747
Castle Mead Medical Centre	Hill Street	Hinckley	LT243227
MedenVale Medical Centre	Egmanton Road	Meden Vale Nottinghamshire	NT378288 NT291998
Grange Clinic	Westfield Avenue	Malpas Newport	WA403551
Castleford Road Surgery	148 Castleford Road	Normanton	WYK297337 WYK812262
Weaverham Surgery	Northwich Road	Northwich	CH216099

Name	Address	Town	Title Number
Priory Road Health Centre	Priory Road	Swindon	WT30950
Rockleigh Court Surgery	136-140 (even numbers only) Hutton Road	Shenfield	EX470476
McKenzie House Surgery	17 Kendal Road	Hartlepool	CE132933
Fulwell Medical Centre	Ebdon Lane	Fulwell Sunderland	TY232031 TY350870
Miriam Medical Centre	320 Laird Street	Birkenhead The Wirral	MS317508
The Wand Medical Centre	15 Frank Street	Highgate Birmingham	WM853259
Branston Primary Care Centre	Main Street	Branston Burton – upon- Trent	SF506201
The Surgery	233 Wells Road	Knowle Bristol	AV74046
Abbey Road Surgery	68 Abbey Road	Waltham Cross	HD274075
Merritt Medical Centre	Merritt Gardens	Chessington	SGL645314
St Stephen's Health Centre	St Stephen's Walk	Ashford Kent	K893685
Oxted Health Centre	10 Gresham Road	Oxted Surrey	SY735180 SY620972 SY730413
Oakwood Medical Centre	Lydyett Lane	Barnton Northwich	CH536059 CH521211

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 05466033

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 15th NOVEMBER 2007 AND CREATED BY ASSURA MEDICAL LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND EACH OTHER OBLIGOR TO THE SECURED FINANCE PARTIES 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 29th NOVEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6th DECEMBER 2007

L/c
Stacey



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES