

MG01

Particulars of a mortgage or charge

103314/13



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LASERFORM

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

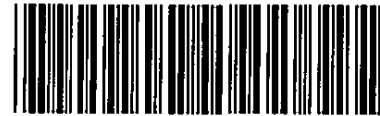
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT

You cannot use this form
particulars of a charge for
company. To do this, please
form MG01s

WEDNESDAY



L9HZSS3X

LD5

02/03/2011

90

COMPANIES HOUSE

1

Company details

Company number 06049443

Company name in full ALLIANCE MEDICAL LEASING LIMITED (the "Company")

2

For official use

Filing in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation 16/02/2011

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Debenture dated 16 February 2011 and made between Alliance Medical Acquisitionco Limited, Alliance Medical Holdings Limited, Alliance Medical Finance Co Limited, Alliance Medical Acquisitionco (Old) Limited, Radiology Management Services Limited, Alliance Medical Limited, Alliance Diagnostic Services Limited, Lodestone Patient Care Limited and Alliance Medical Leasing Limited as Chargors and Commerzbank Aktiengesellschaft, Filiale Luxemburg (the "Security Trustee")(the "Debenture").

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

All the Liabilities and all other present and future obligations at any time due, owing or incurred by any member of the Group and by each Debtor to any Secured Party under the Debt Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity **provided that** no obligation shall be included in the amount secured to the extent that, if it were so included, the Debt Documents (or any part of them) would constitute unlawful financial assistance within the meaning of sections 677 to 679 of the Companies Act 2006 or any other applicable law

Continuation page

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

MG01**Particulars of a mortgage or charge****5****Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Name

Commerzbank Aktiengesellschaft Filiale Luxemburg (as Security Trustee for the Secured Parties)

Address

30 Gresham Street

London

Postcode

E C 2 V 7 P G

Name

Address

Postcode

Continuation page

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

6**Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Short particulars

See continuation page.

Continuation page

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

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED</p> <p>Fixed charge</p> <p>In the Debenture the Company charged and agreed to charge all its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest.</p> <ul style="list-style-type: none"> (i) by way of second fixed charge (subject only to the fixed charge created by the Original Debenture) (which so far as it relates to land in England and Wales vested in the Company at the date of the Debenture shall be a charge by way of legal mortgage) the Property and all interests in Property, (ii) to the extent permitted by the relevant contract, by way of second fixed charge (subject only to the fixed charge created by the Original Debenture) the Tangible Moveable Property, (iii) by way of <ul style="list-style-type: none"> (a) second fixed charge (subject only to the fixed charge created by the Original Debenture) all the Charged Securities, (b) second fixed charge (subject only to the fixed charge created by the Original Debenture) all other Charged Securities (not charged by paragraph (a) above) <p>in each case, together with (1) all Related Rights from time to time accruing to those Charged Securities and (2) all rights which the Company may have at any time against any trustee, nominee, fiduciary, clearance or settlement system or any custodian in respect of any Charged Investments,</p> (iv) by way of second fixed charge (subject only to the fixed charge created by the Original Debenture) all monies standing to the credit of the Company from time to time on any and all accounts (and any replacement accounts or subdivision or subaccounts of those accounts) with any bank, financial institution or other person, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing (the "Accounts", which term shall include, without limitation, each of the Schedule 6 Accounts). (v) by way of a second fixed charge (subject only to the fixed charge created by the Original Debenture) all Intellectual Property, (vi) to the extent that any of the Assigned Assets are not effectively assigned under the provisions relating to assignments in the Debenture, by way of second fixed charge (subject only to the fixed charge created by the Original Debenture) those Assigned Assets,

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6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(vii) by way of second fixed charge (subject only to the fixed charge created by the Original Debenture) (to the extent not otherwise charged or assigned in the Debenture and to the extent legally capable of being charged by way of fixed charge).</p> <p>(a) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of the Company or the use of any of its assets, and</p> <p>(b) the benefit of any letter of credit issued in favour of the Company and all bills of exchange and other negotiable instruments held by it,</p> <p>(viii) by way of second fixed charge (subject only to the fixed charge created by the Original Debenture) all Receivables and all Connected Rights other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture, and</p> <p>(ix) by way of second fixed charge (subject only to the fixed charge created by the Original Debenture) all of the goodwill and rights in relation to the uncalled capital of the Company</p> <p>Subject to exceptions in the case of certain leasehold and intellectual property interests containing prohibitions on charging under clauses 4 6 and 4 7 of the Debenture</p> <p>Assignments</p> <p>In the Debenture, the Company assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption and, to the extent that the Company has already assigned absolutely the relevant Assigned Asset pursuant to the Original Debenture, subject to such assignment) all its present and future right, title and interest in and to</p> <p>(i) the Insurances, all claims under the Insurances and all proceeds of the Insurances,</p> <p>(ii) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising therefrom (save that the exercise of all rights and remedies in connection with such Relevant Contracts and any entitlement to all proceeds and claims arising therefrom shall, in the absence of an Enforcement Event which is continuing, be exercised at the sole discretion of the Company, subject always to the terms of the Senior Facilities Agreement);</p> <p>(iii) all rights and claims in relation to any Assigned Account, and</p> <p>(iv) following an Enforcement Event which is continuing, all other Receivables (not otherwise assigned under sub-clause (i) above)</p> <p>To the extent that any Assigned Asset described in sub-clause (i) above is not assignable, the assignment to which that sub-clause purports to effect shall operate only as an</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	Please give the short particulars of the property mortgaged or charged	
	<p>assignment of all present and future rights and claims of the Company to any proceeds of the Assigned Asset</p>	
	<p>Floating charge</p>	
	<p>In the Debenture the Company charges and agrees to charge by way of second floating charge (subject only to the floating charge created by the Original Debenture and all fixed Security validly and effectively created by the Debenture and the Original Debenture) all of its present and future assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge or assigned pursuant to the provisions relating to the fixed charge or security assignments created under the Debenture</p>	
	<p>Further assurance</p>	
	<p>The Debenture contains covenants for further assurance</p>	
	<p>Negative pledge</p>	
	<p>The Debenture contains a negative pledge</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>DEFINITIONS</p> <p>In this form MG01</p> <p>"Agent" means Commerzbank Aktiengesellschaft, Filiale Luxemburg, as Agent under the Senior Facilities Agreement and the Intercreditor Agreement.</p> <p>"Assigned Account" means any Mandatory Prepayment Account and any Holding Account and any other Account that may from time to time be agreed in writing to be an Assigned Account between the Security Trustee and the Company</p> <p>"Assigned Assets" means the Security Assets expressed to be assigned by way of security under the Debenture</p> <p>"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities</p> <p>"Charged Securities" means</p> <ul style="list-style-type: none"> (a) all stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit, interests in collective investment schemes or other securities or "investments" (as defined in Part II of Schedule II to the Financial Services and Markets Act 2000 in force at the date of the Debenture) now or in future owned (legally or beneficially) by the Company or in which the Company has an interest at any time, and (b) all warrants, options and other rights to subscribe or acquire any of the securities in (a) above, <p>in each case whether held directly by or to the order of the Company or by any trustee, nominee, fiduciary or clearance system on its behalf but excluding any shares held by the Company in a Permitted Joint Venture</p> <p>"Chattels" means the goods and chattels listed in the Debenture and all engines, appliances, parts, spare parts, components, instruments, accessories and other equipment of any kind installed or fixed therein or thereon</p> <p>"Connected Rights" means, in relation to any asset.</p> <ul style="list-style-type: none"> (a) the proceeds of sale of any part of that asset, (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset, (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset, and 	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	Please give the short particulars of the property mortgaged or charged
	<p>(d) any monies and proceeds paid or payable in respect of that asset</p> <p>"Creditors" means the Senior Lenders, the Intra-Group Lenders and the Parent</p> <p>"Debt Document" means each of the Intercreditor Agreement, the Finance Documents, the Security Documents, any agreement evidencing the terms of the Parent Liabilities or the Intra-Group Liabilities and any other document designated as such by the Security Trustee and the Company</p> <p>"Debtor" means each Original Debtor and any person which becomes a Party as a Debtor in accordance with the terms of the Intercreditor Agreement</p> <p>"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Trustee</p> <p>"Documents" means all log books, maintenance records, record books, manuals (including all user, operating and training manuals), handbooks, drawings, technical data and other documents relating to the Chattels</p> <p>"Effective Date" means 17 February 2011</p> <p>"Enforcement Event" means the occurrence of an Event of Default which has resulted in a notice being served by the Agent under any provision of clause 27 20 (<i>Acceleration</i>) of the Senior Facilities Agreement.</p> <p>"Event of Default" means any event or circumstance specified as such in Clause 27 (<i>Events of Default</i>) of the Senior Facilities Agreement</p> <p>"Finance Document" means the Senior Facilities Agreement, the Deed of Amendment and Restatement, any Accession Deed, any Compliance Certificate, any Letter of Credit, any Fee Letter, the Hedging Letter, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as a "Finance Document" by the Agent and Alliance Medical Acquisitionco Limited (each as defined in the Senior Facilities Agreement)</p> <p>"Group" means the Parent and each of its Subsidiaries for the time being</p> <p>"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by Alliance Medical Acquisitionco Limited and a bank or financial institution in accordance with the terms of the Hedging Letter</p> <p>"Hedging Letter" means the letter dated on or before the Effective Date and made between the Agent and Alliance Medical Acquisitionco Limited describing the interest rate cap arrangements to be entered into in respect of the interest rate liabilities of Alliance Medical Acquisitionco Limited of, and in relation to, the Facilities</p>

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Holding Account" means an account</p> <ul style="list-style-type: none"> (a) held in England and Wales by a member of the Group with the Agent or Security Trustee, (b) identified in a letter between Alliance Medical Acquisitionco Limited and the Agent as a Holding Account, and (c) subject to Security in favour of the Security Trustee which Security is in form and substance satisfactory to the Security Trustee, <p>as the same may be redesignated, substituted or replaced from time to time</p> <p>"Insurances" means all policies of insurance which are at any time held by or written in favour of the Company, or in which the Company from time to time has an interest</p> <p>"Intellectual Property" means any legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of the Company in, or relating to, registered and unregistered trademarks and service marks, patents, registered designs, utility models, applications for any of the foregoing, trade names, copyrights, design rights, unregistered designs, moral rights, inventions, confidential information, know-how, registrable business names and any other rights of every kind whether registered or unregistered, the benefits deriving from or through the exploitation, application and right to use of any of the foregoing and any Connected Rights</p> <p>"Intercreditor Agreement" means the intercreditor agreement dated 2 November 2007 (as amended and restated from time to time including on or about the Effective Date) and made between, among others, Alliance Medical Acquisitionco Limited as the original borrower, the Debtors, Commerzbank Aktiengesellschaft, Filiale Luxemburg as the security trustee and the agent for the secured parties, the Lenders and the Intra-Group Lenders</p> <p>"Intra-Group Lenders" has the meaning given to it in the Intercreditor Agreement</p> <p>"Intra-Group Liabilities" means the Liabilities owed by any member of the Group to any of the Intra-Group Lenders (other than the Parent Liabilities)</p> <p>"Lender" has the meaning given to it in the Senior Facilities Agreement</p> <p>"Liabilities" means all present and future liabilities and obligations at any time of any member of the Group to any Creditor under the Debt Documents, both actual and contingent and whether incurred solely or jointly or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations</p> <ul style="list-style-type: none"> (a) any refinancing, novation, deferral or extension, (b) any claim for breach of representation, warranty or undertaking or on an event of default or under any indemnity given under or in connection with any document or 	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="343 409 1034 443">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="432 506 1487 573">agreement evidencing or constituting any other liability or obligation falling within this definition,</p> <p data-bbox="387 602 941 636">(c) any claim for damages or restitution, and</p> <p data-bbox="387 665 1487 732">(d) any claim as a result of any recovery by any Debtor of a Payment on the grounds of preference or otherwise,</p> <p data-bbox="343 761 1487 862">and any amounts which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowance of those amounts in any insolvency or other proceedings</p> <p data-bbox="343 891 1232 925">"Mandatory Prepayment Account" means an interest-bearing account</p> <p data-bbox="387 954 1142 987">(a) held by the Company with the Agent or Security Trustee,</p> <p data-bbox="387 1016 1487 1084">(b) identified in a letter between the Company and the Agent as a Mandatory Prepayment Account,</p> <p data-bbox="387 1113 1487 1180">(c) subject to Security in favour of the Security Trustee which Security is in form and substance satisfactory to the Agent and Security Trustee, and</p> <p data-bbox="387 1209 1487 1276">(d) from which no withdrawals may be made by any members of the Group except as contemplated by the Senior Facilities Agreement,</p> <p data-bbox="343 1305 1264 1339">as the same may be redesignated, substituted or replaced from time to time</p> <p data-bbox="343 1368 1487 1503">"Original Debenture" means the debenture dated 7 February 2008 and entered into between, amongst others, the Company as the chargor and Dresdner Bank AG, Niederlassung Luxemburg (now known as Commerzbank Aktiengesellschaft, Filiale Luxemburg) as the security trustee</p> <p data-bbox="343 1532 1487 1599">"Original Debtors" means the Subsidiaries of Alliance Medical Acquisitionco Limited named on the signing pages of the Intercreditor Agreement as Debtors</p> <p data-bbox="343 1628 1487 1729">"Parent" means HONEYSRING LIMITED (to be renamed Alliance Medical Group Limited) (a company incorporated in England and Wales with registration number 07296109)</p> <p data-bbox="343 1758 1487 1825">"Parent Liabilities" means all Liabilities owed by the Company or any other Debtor to the Parent</p> <p data-bbox="343 1854 836 1888">"Party" means a party to the Debenture</p> <p data-bbox="343 1917 1487 1984">"Payment" means, in respect of any Liabilities (or any other liabilities or obligations), a payment, prepayment, repayment, redemption, defeasance or discharge of those Liabilities</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(or other liabilities or obligations)</p> <p>"Permitted Joint Venture" has the meaning given to it in the Senior Facilities Agreement</p> <p>"Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) at the date of the Debenture or at any time thereafter, belonging to the Company, or in which the Company has an interest at any time (including the registered and unregistered land (if any) in England and Wales), together with</p> <ul style="list-style-type: none"> (a) all buildings and fixtures (excluding trade fixtures which are not owned by the Company) and fixed plant and machinery at any time thereon, (b) all easements, rights and agreements in respect thereof, (c) all proceeds of sale of that property, (d) the benefit of all covenants given in respect thereof, and (e) all Connected Rights <p>"Receivables" means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, the Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with</p> <ul style="list-style-type: none"> (a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights), and (b) all proceeds of any of the foregoing (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Charged Securities, the proceeds of any Insurances, any court order or judgment, any contract or agreement to which the Company is a party and any other assets, property, rights or undertaking of the Company) <p>"Receiver" means any receiver, receiver and manager, administrator or (where the law allows) administrative receiver appointed by the Security Trustee under the Debenture, including any appointee made under a joint and/or a several appointment</p> <p>"Related Rights" means, in relation to any Charged Securities</p> <ul style="list-style-type: none"> (a) all dividends, distributions and other income paid or payable on the relevant Charged Securities or any asset referred to in paragraph b) below, (b) all rights, monies or property accruing or offered at any time in relation to the Charged Securities whether by way of redemption, substitution, exchange, bonus or

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

preference, under option rights or otherwise.

"Relevant Contracts" means the Hedging Agreements

"Schedule 6 Accounts" means the following account

Bank	Account No.	Sort Code
Natwest Bank plc, Banbury Branch, 1 Town Hall Buildings, Banbury, OX16 5JS	52120619	60-01-35

"Secured Obligations" means all the Liabilities and all other present and future obligations at any time due, owing or incurred by any member of the Group and by each Debtor to any Secured Party under the Debt Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity provided that no obligation or liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, the Debt Documents (or any part of them) would constitute unlawful financial assistance within the meaning of sections 677 to 679 of the Companies Act 2006 or any other applicable law

"Secured Party" means each of the Security Trustee, any Receiver or Delegate, the Agent and each of the Senior Lenders from time to time but, in the case of the Agent, or any Senior Lender, only if it is a party to the Intercreditor Agreement or has acceded to the Intercreditor Agreement, in the appropriate capacity

"Security" means a mortgage, charge, pledge, lien, assignment or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"Security Assets" means all property, assets and undertaking of the Company from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Debenture

"Security Documents" means

- (a) each of the Transaction Security Documents (as defined in the Senior Facilities Agreement),
- (b) any other document entered into at any time by any of the Debtors creating any guarantee, indemnity, Security or other assurance against financial loss in favour of any of the Secured Parties as security for any of the Secured Obligations, and
- (c) any Security granted under any covenant for further assurance in any of the documents set out in paragraphs (a) and (b) above

"Senior Facilities Agreement" means the senior facilities agreement dated 2 November 2007 (as amended and/or restated from time to time including on the Effective Date)

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>between, amongst others, Honeyspring Limited (to be renamed Alliance Medical Group Limited), Alliance Medical Acquisitionco Limited, the Agent, the Security Trustee, the Original Lenders and the companies named therein as original guarantors</p> <p>"Senior Lender" means any Lender identified as such in the Senior Facilities Agreement and Intercreditor Agreement</p> <p>"Subsidiary" means a subsidiary within the meaning of section 1159 of the Companies Act 2006 and for the purposes of this definition, a person shall be treated as a member of another person if any of that person's Subsidiaries is a member of that other person or, if any shares in that other person are held by a person acting on behalf of it or any of its Subsidiaries</p> <p>"Tangible Moveable Property" means any plant, machinery, office equipment, computers, vehicles and other chattels (including the Chattels and the Documents) (excluding any for the time being forming part of the Company's stock in trade or work in progress) and all</p>	

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Particulars of a mortgage or charge

7	Particulars as to commission, allowance or discount (if any)	
	<p>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</p> <ul style="list-style-type: none">- subscribing or agreeing to subscribe, whether absolutely or conditionally, or- procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p>	
Commission allowance or discount	None.	
8	Delivery of instrument	
	<p>You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866)</p> <p>We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)</p>	
9	Signature	
	Please sign the form here	
Signature	<p>Signature</p> <p>X <i>Clifford Chance LLP</i> X</p>	
	This form must be signed by a person with an interest in the registration of the charge	

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Particulars of a mortgage or charge



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 will be visible to searchers of the public record.

Contact name **Nicholas Kinnersley**

Company name **Clifford Chance LLP**

Address **10 Upper Bank Street**

Post town **London**

County/Region **London**

Postcode **E 1 4 5 J J**

Country **England**

DX **149120** **Canary Wharf 3**

Telephone **020 7006 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

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 the original deed 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 the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

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



How to pay

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

Make cheques or postal orders payable to 'Companies House'.



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
DX 33050 Cardiff

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
DX 481 N R Belfast 1



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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 6049443
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 16
FEBRUARY 2011 AND CREATED BY ALLIANCE MEDICAL
LEASING LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM ANY MEMBER OF THE GROUP AND BY
EACH DEBTOR TO ANY SECURED PARTY ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 2 MARCH 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 MARCH 2011

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES