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CHFP025

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Please 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

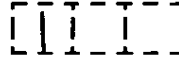
A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



01987333

Name of company

* The Private Clinic Ltd

Date of creation of the charge

01/02/2008

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

Guarantee and Debenture between (1) The Chargors (The Private Clinic Limited, The Sleep Disorder Clinic Limited, 0700 Software Limited) and (2) Brendan Michael Kearney and Amanda Kearney dated 01/02/2008

Amount secured by the mortgage or charge

Please see attached Schedule 1

Note All defined terms in this Form 395 are identified in Schedule 2 attached

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

~~Brendan Michael Kearney~~ of 8 Eglon Mews, Primrose Hill, London, NW1 8YS and
Amanda Jane Kearney of 20B Marmion Road, Battersea, London, SW11 5BA
(together the "Lender")

Postcode

Presentor's name address and
reference (if any)

Pritchard Englefield
14 New Street
London
EC2M 4HE

Ref AHH/123302 1

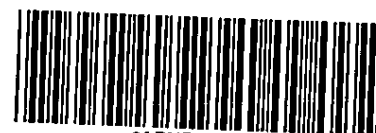
Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

TUESDAY



A64

A7N78WYD

05/02/2008

138

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see attached Schedule 3

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



Date

4.2.08

On behalf of [company] mortgagee/chargee] †

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

† 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

SCHEDULE 1

1 COVENANT TO PAY

1 1 Covenant

Each Chargor hereby covenants -

- 1 1 1 to pay or discharge to the Lender on demand any or all of the Secured Liabilities owing or incurred by such Chargor,
- 1 1 2 in either case to pay interest to the Lender upon any sum so demanded until payment (both before and after any judgment) at the rate applicable to that sum immediately before demand under the SPA

SCHEDULE 2

1 1 Definitions

In this Form 395 -

- "Asset Contracts"** means all the rights of each Chargor, now or in the future, arising out of or in connection with any agreement -
- (i) for the acquisition of any property (real or personal) by any Chargor (except to the extent that such rights amount to an interest in land effectively charged by way of legal mortgage or fixed charge by Clause 1 1 1 or 1 1 2) including, without limitation, any option to acquire property, or
 - (ii) for the hire, hire purchase, lease or loan of any property (real or personal), to any Chargor (except as aforesaid)
- "Assets"** means all the undertaking, property, assets, rights and revenues of each Chargor whatsoever, and wheresoever, present or future
- "Companies"** means the Chargors and, (where the context permits), includes each or any of them and **"Company"** means each or any of them
- "Dangerous Substance"** means any radiation and any substance (whether natural or artificial and whether in solid or liquid or gaseous form) capable (whether alone or in combination with any other substance) of causing harm to man or any other living organism or damaging property or the Environment including, without limitation, any controlled, special, hazardous, toxic, radioactive or dangerous waste
- "Debts"** means all book and other debts now or in the future owing to each Chargor (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent, including, without limitation, credit balances on any account at any bank or financial institution other than the Lender, and together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time given in relation to, or to secure payment of, any such debt, but **"Debts"** does not

include any asset or right effectively charged by way of fixed charge under any other provision of Clause 0 and includes InterGroup Debts

"Encumbrance"	means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignation in security, bond and floating charge or other security interest of any kind, and any right of set-off, assignment, trust, flawed asset or other agreement or arrangement whatsoever for the purpose of providing security or having a similar effect to the provision of security
"Environment"	means all, or any of, the following media, the air (including, without limitation, the air within buildings and the air within other natural or man-made structures above or below ground), water (including, without limitation, ground and surface water) and land (including, without limitation, surface and sub-surface soil)
"Environmental Law"	means all applicable laws (whether civil, criminal or administrative and including, without limitation, common law), regulations, codes of practice, circulars, guidance notes and the like (whether in the United Kingdom or elsewhere) concerning nuisance, pollution, the protection of human health, the Environment, conditions in any work place or the generation, transportation, storage, treatment or disposal of waste or Dangerous Substances
"Event of Default"	has the meaning given in Clause 6.1
"Fixed Plant and Equipment"	means all plant, machinery or equipment of each Chargor of any kind (including, without limitation, all cables, pipes, switchgear, heating, lighting, electrical, water and gas apparatus) which does not for any reason constitute a Fixture, but is now or at any time directly or indirectly attached by any means and for any purpose to any land or building, whether or not it is removable or intended to form part of the land or building
"Fixtures"	means all things of any kind now or at any time affixed to land for any purpose, including, without limitation, trade and tenants fixtures
"Guarantor"	means any Chargor insofar only as it covenants under Clause Error! Reference source not found to pay or discharge money due or owing from or liabilities of each other Chargor to the Lender and "Guarantors" and "Guarantee" shall be construed accordingly
"Insurances"	means, in relation to each Chargor, all the right, title and interest of such Chargor, now or in the future, in or under any policy of insurance or assurance or to the proceeds thereof
"InterGroup Debts"	means in relation to each Chargor, all or any monies owed to it by BG Healthcare Limited or its holding company
"Intellectual Property"	<p>means, in relation to each Chargor, all the right, title and interest of such Chargor, now or in the future, in or to any of the following -</p> <p>(i) any registered intellectual property right in any territory, including, without limitation, patents, trade marks, service marks, registered designs, and any similar right in any territory</p>

and any applications or right to apply for any of the above,

(ii) any invention, copyright, design right or performance right,

(iii) any trade secrets, know-how and confidential information, and

(iv) the benefit of any agreement or licence for the use (by such Chargor or any other person) of any such right

"Land"

means any estate, right or interest in or over land, whether legal or equitable, and wherever the land is situated, including, without limitation, any buildings and Fixtures on land, and the benefit of any covenants or rights owed to any person or enforceable by him by virtue of the ownership possession or occupation of land but for these purposes **"land"** excludes heritable property situated in Scotland

"Loose Plant and Equipment"

means, in relation to each Chargor, all plant, machinery, equipment and motor vehicles now or at any time owned by such Chargor as a capital asset which is not Fixed Plant and Equipment, including, without limitation, any medical equipment, including lasers and Velashape machine

"Other Claims"

means, in relation to each Chargor, all rights, claims or obligations of any kind whatsoever now or at any time owed to such Chargor capable of being satisfied by the payment of money, which are not effectively charged by way of fixed charge by any other provision of this Guarantee and Debenture

"Principal"

means BG Healthcare Limited (No 06293464) whose registered office is at Central Point, 45 Beech Street, London EC2Y 8AD

"Receiver"

means any receiver appointed under this Guarantee and Debenture, and, where more than one receiver has been appointed, each of them

"Rents"

means, in relation to each Chargor, any sum payable to such Chargor (and any right to recover any such a sum) -

(i) by way of rent, service charge or otherwise under any lease of Land, or as mesne profits, licence fee, or otherwise howsoever for the use or occupation of or trespass upon Land, or other income arising from any Land,

(ii) by way of rent or otherwise for or in connection with the possession or use of, or in respect of any trespass to or conversion of, any chattel except insofar as the same is effectively charged by way of fixed charge by Clause 1 1 1, 3 1 2 or 1 1 2

"Secured Liabilities"

means the liability of the Principal to pay the Deferred Consideration as defined and referred to in Clause 3 of the SPA when the same is due and payable and including, without limitation, any interest, costs charges and expenses incurred by the Lender in relation to late payment or procuring the payment of such amounts owed

"Securities"

means, in relation to each Chargor, all the right, title and interest of such Chargor, now or in the future, in any stocks, shares, debentures, loan stocks, instruments creating or acknowledging

any debt, or other securities issued by any person (whether or not marketable) including, without limitation, all rights and benefits arising and all money payable in respect of or in substitution or exchange for any of them, whether by way of conversion, redemption, preference, bonus, option, dividend, interest or otherwise, and including, without limitation, all Securities owned by such Chargor in any other Company

"SPA"

means the Sale and Purchase Agreement dated 10th January 2008 between the Mr Kearney (1) Amanda (2) Principal (3) and Blue Gem Capital Partners LLP (as Guarantor) (4) relating to the acquisition of all the issued share capital of the Chargors

SCHEDULE 3

1 CHARGES

1 1 Charging clause

As security for payment of the Secured Liabilities, each Chargor with full title guarantee hereby charges to the Lender -

- 1 1 1 by way of first legal mortgage all Land now owned by such Chargor,
- 1 1 2 by way of first legal charge all Land which such Chargor acquires in the future,
- 1 1 3 by way of separate first fixed charges -
 - (a) all the goodwill and uncalled capital of such Chargor, present or future,
 - (b) the Securities of such Chargor,
 - (c) the Insurances of such Chargor,
 - (d) the Intellectual Property of such Chargor,
 - (e) the Rents of such Chargor,
 - (f) the Asset Contracts of such Chargor,
 - (g) the Other Claims of such Chargor,
 - (h) the Fixed Plant and Equipment of such Chargor, and
 - (i) the Loose Plant and Equipment of such Chargor,
- 1 1 4 by way of first floating charge all those Assets of such Chargor which are not for any reason effectively charged by this Guarantee and Debenture by way of fixed charge or mortgage, including, without limitation, any heritable property of such Chargor situated in Scotland and the Debts of each Chargor

1 2 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 will apply to any floating charge created by this Debenture

2 RESTRICTIONS ON DEALING

2 1 Covenants

Each Chargor covenants that it will not, without the prior written consent of the Lender or save as expressly permitted pursuant to the Convertible Loan Agreement -

2 1 1 create any Encumbrance, or allow any Encumbrance to arise or continue, on or over any of the Assets, or

2 1 2 to part with or dispose of all or any of the Assets charged by way of fixed charge or mortgage other than Assets disposed of in the ordinary course of business, or

2 1 3 to part with or dispose of all or any of the Assets charged by way of floating charge except in the ordinary course of carrying on its business as a going concern

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 01987333

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT GUARANTEE & DEBENTURE DATED THE 1st FEBRUARY 2008 AND CREATED BY THE PRIVATE CLINIC LTD FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH CHARGOR TO BRENDAN MICHAEL KEARNEY AND AMANDA JANE KEARNEY 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 5th FEBRUARY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8th FEBRUARY 2008

P. Cer,



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES