

## Particulars of a charge

395

Pursuant to section 395 of the Companies Act 1985

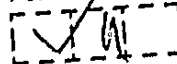
M282

D/W 2422701

To the Registrar of Companies  
(Address overleaf - Note 5)

For official use

Company number



2058177

Name of company

\* AIR CALL MEDICAL (HOLDINGS) LIMITED

("the Company")

Date of creation of the charge

23rd February 1990

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

Composite Guarantee and Debenture dated 23rd February 1990 and made between (1) Healthcall Group PLC ("Healthcall") (2) the Charging Companies named therein including Air Call Medical (Holdings) Limited (3) Intermediate

Amount secured by the charge Capital Group Limited ("the Agent") ("the Debenture")

ALL indebtedness and liabilities and obligations of Healthcall arising under a Mezzanine Loan Agreement dated 20th December 1989 between (1) Healthcall (2) the Agent as Original Mezzanine Lender (3) the Agent as Mezzanine Agent and Security Trustee ("the Agreement") in respect of a £7,250,000 term loan facility made available to Healthcall pursuant to the Agreement due and owing to the Agent and/or the financial institutions listed in Schedule 1 to the Agreement ("the Mezzanine Lenders") and any bank or financial institution to which rights against Healthcall have been assigned or transferred pursuant to the Agreement ("the Secured Obligations") together with all costs and expenses properly incurred by the Agent in relation to the Debenture and all costs and expenses incurred in the protection and enforcement of the Agent's rights under the Debenture and together with interest accruing from the date of demand by the Agent under the Debenture on the monies so demanded and on the amount of such other liabilities at the default rate of interest applicable to the sum demanded under the Agreement (as well after as before any judgment) such interest

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

Intermediate Capital Group Limited

49 Bow Lane

Postcode EC4M 9DL

London

Presentor's name address and  
reference (if any):MACFARLANES  
10 NORWICH STREET  
LONDON EC4A 1BD

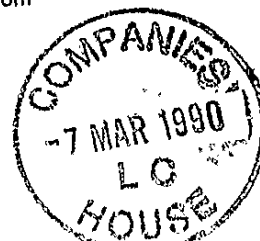
Ref: SEAB

For official Use  
Mortgage Section

REGISTERED

71 MAR 1990

Post room



Time critical reference

8/3

Short particulars of all the property charged

The Company charges by way of second legal mortgage

1. all its freehold and leasehold interest in the properties title to which is registered at HM Land Registry described in Part A of Schedule 2 of the Debenture together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including trade fixtures) and fixed plant and machinery at any time thereon but subject to and with the benefit of any lease, tenancy agreement, licence, right, covenant, condition or encumbrance affecting the same at the date hereof (so far only as the same is properly registerable and is registered on the register at HM Land Registry or is an overriding interest).

2. the freehold and leasehold interest in the properties title to which is not registered at HM Land Registry described in Part B of Schedule 2 of the Debenture together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including trade fixtures) and fixed plant and machinery at any time thereon but subject to and with the benefit of any lease, tenancy agreement, licence, right, covenant, condition or

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 Macfarlane Date 7<sup>th</sup> March 1990

On behalf of [company]/[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 The address of the Registrar of Companies is:-  
Companies House, Crown Way, Cardiff CF4 3UZ

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

**Particulars of a charge  
(continued)**

Please do not  
write in this  
binding margin.

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

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

Company number

2058177

Name of company

AIR CALL MEDICAL (HOLDINGS) LIMITED

Limited\*

("the Company")

\*delete if  
inappropriate

Description of the instrument creating or evidencing the charge (continued) note 21

to be paid upon interest payment dates selected by the Agent in accordance with its usual practice and to be compounded with rests on such payment dates in the event of its not being duly and punctually paid.

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

Healthcall Group PLC	2422701
Air Call (Holdings) Limited	1437517
Air Call Medical (Holdings) Limited	2058177
Air Call Medical Services Limited	1963820
Batch Hold. Limited	1306332

in this  
margin

please complete  
legibly, preferably  
in black type, or  
bold black lettering

encumbrance affecting the same at the date of the Debenture (so far only as the same is properly registerable and is registered at the Land Charges Registry.

By way of specific equitable charge all estates and interests in freehold, leasehold and other immoveable property, wheresoever situate now or hereafter belonging to the Company other than any property or assets from time to time or for the time being effectively charged by way of legal mortgage by sub-clause 4.1 of the Debenture, together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including trade fixtures) and fixed plant and machinery at any time thereon but subject to and with the benefit of any lease, tenancy agreement, licence, right, covenant, condition or encumbrance affecting the same or, in the case of property hereafter acquired, at the date of acquisition and the Company undertakes to deposit with the Senior Agent (as defined in the Agreement) the deeds and documents of title relating thereto.

The Company charges by way of second fixed charge

1. all stocks, shares, debentures, loan capital and securities of any kind whatsoever whether marketable or otherwise and all other interests (including, but not limited to, rights to subscribe for, convert other securities into or otherwise acquire any stocks, shares, debentures or loan capital of any other body corporate now or at any time hereafter belonging to the Company), and, after the occurrence of an Event of Default under the Agreement (and as defined therein) all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing.
2. the goodwill of the Company and its uncalled capital now or at any time hereafter in existence and future calls (whether made by its Directors, by a Receiver or a liquidator).
3. all present and future copyrights, patents, trade names and registered designs (including applications and rights to apply therefor), inventions, trade marks and service marks whether registered or not (including applications and rights to apply therefor), confidential information and know-how and fees, royalties and other rights of every kind deriving from copyright, patents or inventions now or at anytime hereafter belonging to the Company.
4. all plant and machinery now or at any time hereafter belonging to the Company (excluding however plant and machinery for the time being forming part of its stock in trade or work in progress and all trade and other fixtures and fixed plant and machinery within sub-clauses 4.1, 4.2 or 4.3 of the Debenture.
5. all chattels now or at any time hereafter hired, leased or rented by the Company to any other person together in each case subject to and with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligations of any person under or in respect of such contract.

6. all book debts both present and future due or owing to the Company (including, without limitation, debts due by or owing to another Charging Company (as defined in the Agreement) ) and the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) negotiable instruments, legal and equitable charges, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and similar associated rights but excluding all sums secured in favour of the Governor and Company of the Bank of Scotland pursuant to the Cash Charge as defined in the facility agreement of 20th December 1989 and made between the Borrower (1) The Governor and the Company of the Bank of Scotland (2) and the Several Banks named therein (3).

The Company charges by way of second floating charge all the undertaking and all property and assets of the Company whatsoever and wheresoever both present and future, other than any property or assets from time to time or for the time being effectively charged pursuant to sub-clauses 4.1, 4.2 or 4.3 of the Debenture, or otherwise under or pursuant to the Debenture. Clause 4.6 of the Debenture provides that the security "from time to time constituted by or pursuant to the Debenture" shall be in addition to and shall be independent of every bill, note, guarantee, mortgage or other security which the Agent or any Mezzanine Lender may at any time hold for any of the Secured Obligations and it is declared in the Debenture that no prior security held by the Agent or any Mezzanine Lender over the property charged pursuant to the Debenture or any part thereof shall merge into the security created by or pursuant to the Debenture and remain in full force and effect as a continuing security until the Secured Obligations have been discharged in full..

Pursuant to clause 5 of the Debenture the Company covenants that it shall not without the consent in writing of the Agent create, extend or permit to subsist any Encumbrance (as defined in the Agreement) (other than an Encumbrance permitted under the Agreement) upon any of its present or future property assets or revenues to secure any liability, actual or contingent or save as permitted or required under the Debenture or under the Agreement, sell, transfer, lease, lend or otherwise dispose of, whether by means of one or a number of transactions related or not and whether at one time or over a period of time, the whole or, save in the normal course of trading, any part of its undertaking or assets.

The Debenture also contains an agreement by the Company from time to time whensoever requested by the Agent and at the Company's cost to execute in favour of the Agent, or as the Agent may direct, such further or other legal assignments, transfers, mortgages, legal or other charges or securities as in each case the Agent may reasonably require over the charged property pursuant to the Debenture for the purpose of more effectively providing security for the payment or discharge of the Secured Obligations. Without prejudice to the generality of the foregoing, such assignments, transfers, mortgages, legal or other charges or securities shall be in such form as the Agent may reasonably require and may contain provisions such as are in the Debenture and provisions to the like effect and/or such other

provisions of whatsoever kind as the Agent shall reasonably consider requisite for the improvement or perfection of the security constituted by or pursuant to the Debenture and in particular, but without prejudice to the generality of the foregoing, shall contain an immediate power of sale without notice a clause excluding Section 93 and the restrictions contained in Section 103 of the Law of Property Act 1925 and such other clauses for the benefit of the Agent as the Agent may reasonably require.

The Debenture contains a covenant by the Company to get in and realise all book and other debts and claims which form part of the property charged pursuant to the Debenture in the ordinary course of its business (but this shall not permit the selling, assigning, factoring or discounting of all or any of the above) and if so requested by the Agent, and subject to the consent of the Senior Agent (as defined in the Agreement) pay into a denominated account with the Agent or to such account as the Agent shall from time to time direct all moneys which it may receive in respect of the same forthwith on receipt and pending such payment hold such moneys on trust for the Agent.



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

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

I hereby certify that a mortgage or charge dated the 23rd FEBRUARY 1990  
and created by AIR CALL MEDICAL (HOLDINGS) LIMITED

for securing all moneys due or to become due from HEALTHCALL GROUP PLC to  
INTERMEDIATE CAPITAL GROUP LIMITED AND/OR THE MEZZANINE LENDERS under the  
terms of THE MEZZANINE LOAN AGREEMENT AND THE "SECURITY DOCUMENTS" AS  
DEFINED

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 7th MARCH 1990

Given under my hand at the Companies Registration Office,  
Cardiff the 16th MARCH 1990

No. 2058177

L/C

16/3 JK

A handwritten signature in black ink, appearing to read 'P. Jones'.

P. JONES

an authorised officer

C.69

**M**

COMPANIES FORM No. 395

**Particulars of a charge****395**Please do not  
write in  
this margin

Pursuant to section 395 of the Companies Act 1985

Please complete  
legibly, preferably  
in black type, or  
bold block letteringTo the Registrar of Companies  
(Address overleaf - Note 5)

For official use

Company number

[111]

2058177

Name of company

**\*Air Call Medical (Holdings) Limited ("the Company")**\* insert full name  
of company

Date of creation of the charge

**2nd March 1990**

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

**Composite Debenture and Guarantee ("the Debenture")**

Amount secured by the charge

All indebtedness, liabilities and obligations of Healthcall Group plc ("the Borrower") due and owing to the Governor and Company of the Bank of Scotland and/or the Banks listed in Schedule I to the Facility Agreement dated 20th December 1989 among the Borrower, the Governor and Company of the Bank of Scotland as Agent and as Guarantor and the Banks therein mentioned as from time to time amended in writing between the parties thereto and any document supplemental thereto ("the Facility Agreement"), under the Facility Agreement in respect of the Facilities provided under and defined in the Facility Agreement existing at the date of the Debenture and arising thereafter, and whether or not for the payment of money or the performance or non-performance of any act.

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

**The Governor and Company of the Bank of Scotland****The Mound****Edinburgh**

Postcode

**EH1 1YZ**Presentor's name address and  
reference (if any):

Maclay Murray & Spens  
10 Foster Lane  
London EC2V 6HH  
(Ref: HAK/RJL/59768-7)

For official Use  
Mortgage Section**REGISTERED****8 MAR 1990**

Post room

**COMPANIES HOUSE  
- 8 MAR 1990**

78

Short particulars of all the property charged

The property referred to in Clause 4 of the Debenture as detailed in Paper Apart 1 and all other property of whatsoever nature from time to time charged by or pursuant to the Debenture and the Deed Regulating Priority and Subordination dated 20th December 1989 among the parties to the Debenture and Intermediate Capital Group Limited but excluding all sums secured in favour of the Governor and Company of the Bank of Scotland pursuant to the Cash Charge by the Borrower in favour of the Governor and Company of the Bank of Scotland dated 22nd February 1990 ("the Cash Charge")

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

Nil

Signed Malcolm Murray & Spens

Date 7-3-90

On behalf of ~~[company]~~ [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 The address of the Registrar of Companies is:-  
Companies House, Crown Way, Cardiff CF4 3UZ

PAPER APART I

1. First legal mortgage over:-

- 1.1. All (if any) of the freehold and leasehold interests of the Company in the properties title to which is registered at H.M. Land Registry described in Paper Apart II together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including trade fixtures) and fixed plant and machinery at anytime thereon but subject to and with the benefit of any lease, tenancy agreement, licence right, covenant, condition or encumbrance affecting the same at the date of the Debenture (so far only as the same is properly registerable and is registered on the register at H.M. Land Registry or is an overriding interest);

2. First specific equitable charge over:

- 2.1 All estates and interests in freehold, leasehold and other immoveable property wheresoever situated belonging to the Company after the date of the Debenture other than any property or assets from time to time or for the time being effectively charged by way of legal mortgage by sub-clause 4.1 of the Debenture together with all buildings, fixtures (excluding in the case of leasehold property landlords fixtures but including trade fixtures) and fixed plant and machinery at anytime thereon but subject to and with the benefit of any lease, tenancy agreement, licence, right, covenant, condition or encumbrance affecting the same;

3. First fixed charge over:

- 3.1 All stocks, shares, debentures, loan capital and securities of any kind whatsoever whether marketable or otherwise and all other interests (including but not limited to rights to subscribe for, convert other securities into or otherwise acquire any stocks, shares, debentures or loan capital of any other body corporate at the date of the Debenture or at anytime thereafter belonging to the Company) and, after the occurrence of an Event of Default as defined in the Facility Agreement, all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing;
- 3.2. The goodwill of the Company and its uncalled capital at the date of the Debenture or at anytime thereafter in existence and future calls (whether made by its Directors, by a Receiver or a Liquidator);
- 3.3 All present and future copyrights, patents, trade names and registered designs (including application and rights to apply therefor), inventions, trade marks and service marks whether registered or not (including applications and

rights to apply therefor), confidential information and know-how and fees, royalties and other rights of every kind deriving from copyright, patents, or inventions at the date of the Debenture or at anytime thereafter belonging to the Company;

- 3.4 All plant and machinery at the date of the Debenture or at anytime thereafter belong to the Company (excluding however plant and machinery for the time being forming part of its stock and trade or work in progress and all trade and other fixtures and fixed plant and machinery within sub-clauses 4.1 or 4.2 of the Debenture);
  - 3.5 All chattels at the date of the Debenture or at any time thereafter hired, leased or rented by the Company to any other person together in each case subject to and with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligations of any person under or in respect of such contracts; and
  - 3.6 All book debts (but excluding all sums secured in favour of the Governor and Company of the Bank of Scotland pursuant to the Cash Charge) both present and future due or owing to the Company (including, without limitation, debts due by or owing to another Charging Company as defined in Paper Apart III) under the benefits of all rights relating thereto including with prejudice to the generality of the foregoing) negotiable instruments, legal and equitable charges, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and similar associated rights.
4. First floating charge over:
- 4.1 All the undertaking and all property and assets of the Company whatsoever and wheresoever both present and future, including (without prejudice to the generality of the foregoing) heritable property and all other property and assets in Scotland, other than any property or assets from time to time or for the time being effectively charged pursuant to sub-clauses 4.1, 4.2 or 4.3 of, or otherwise under or pursuant to, the Debenture.

1. Summary  
2. Spens

PAPER APART II

PROPERTIES

<u>Description of Property</u>	<u>Tenure</u>	<u>Registered Number</u>
495 Lea Bridge Road Leyton	Leasehold Absolute	EGL98272
111 High Street Houghton Regis	Leasehold Absolute	BD84610
85 Jesmond Road Newcastle-upon-Tyne	Freehold	ND7368
401 South Row, Central Milton Keynes	Leasehold	BM142105 (in the course of first registration)
6 Spur Road, Cosham	Freehold	HP301591
Temple Back, Temple Gate Way Bristol	Leasehold	AV23375
59 Walter Road Swansea	Freehold	WA256194
72 Queen's Road Croydon	Freehold	SY67052

Maday Murray  
e Spens

PAPER APART III

"The Charging Companies" means Healthcall Group plc (Reg. No 2422701), Air Call (Holdings) Limited (Reg No. 1437517); Air Call Medical Services Limited (Reg No. 1963820); and Batch Hold Limited (Reg No. 1306332);

"Charging Company" means any of them.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a mortgage or charge dated the 2nd MARCH 1990  
and created by AIR CALL MEDICAL (HOLDINGS) LIMITED

for securing all moneys due or to become due from HEALTHCALL GROUP PLC to  
THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND AND/OR THE BANKS AS  
DEFINED under the terms of THE FACILITY AGREEMENT DATED 20th DECEMBER  
1989 AND THIS DEBENTURE

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 8th MARCH 1990

Given under my hand at the Companies Registration Office,  
Cardiff the 16th MARCH 1990

No. 2058177

Posk

16/3 JK

A handwritten signature in dark ink, appearing to read 'P. Jones'.

P. JONES

an authorised officer

C.69



## Particulars of a mortgage or charge

395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 5)

For official use

Company number

[4][1][1][1]

0205817

Name of company

\* HEALTHCALL MEDICAL (HOLDINGS) LIMITED

Date of creation of the charge

31st May 1994

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

Debenture containing fixed and floating charges.

Amount secured by the mortgage or charge

All moneys and liabilities (actual or contingent) for the time being due owing or incurred by the Company to the Bank on any account and in any manner whatsoever.

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

The Governor and Company of the Bank of Scotland, incorporated by Act of Parliament and having their Head Office at The Mound, Edinburgh

Postcode

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

The Governor and Company of the Bank of Scotland, Legal Services, P.O. Box No 475, Teviot House, 41 South Gyle Crescent, Edinburgh EH12 9DR  
Tel: 031.317.6235  
Our Ref: Legal/C4/TJP/AMT

For official Use  
Mortgage Section

Post room

15 JUN 1994



\*A92RC24N\*

Short particulars of all the property mortgaged or charged

All the undertaking, property and assets of the Company whatsoever and wheresoever, present and future, as specified in the attached Schedule, which also contains covenants by and restrictions on the Company which protect and further define the charges and must be read as one with the charge

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)

Signed

*John Jones*

Date

14/6/94

Manager, Legal Services

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

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with those 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 The address of the Registrar of Companies is:-  
Companies House, Crown Way, Cardiff CF4 3UZ

Particulars of a mortgage or charge

Name of Company                      HEALTHCALL MEDICAL (HOLDINGS) LIMITED

Number of Company                  0205817

**SCHEDULE OF CHARGES, COVENANTS AND RESTRICTIONS**

contained in a Debenture in favour of Bank of Scotland dated                      19

**Charges**

1.    by way of legal mortgage all the freehold and leasehold property of the Company now vested in it whether or not the title thereto is registered at HM Land Registry together with all buildings and fixtures (including trade and tenant's fixtures) now and hereafter thereon and all plant and machinery now and hereafter annexed thereto for whatever purpose;
2.    by way of fixed charge all the goodwill and uncalled capital for the time being of the Company;
3.    by way of fixed charge all stocks, shares and other securities now or hereafter owned (whether at law or in equity) by the Company and all rights and interests of the Company in and claims under all policies of insurance and assurance now or hereafter held by or inuring to the benefit of the Company;
4.    by way of fixed charge all patents, trade marks, patent applications, brand names, copyrights, rights in the nature of copyright, registered designs and other intellectual property rights and agreements relating to the use by the Company of patent and trade marks to which the Company is now or may hereafter become entitled and all agreements under which the Company is now or may become entitled to the payment of any royalty fee or similar income;
5.    by way of fixed charge all book and other debts of the Company whether now or hereafter existing and whether presently payable or hereafter falling due for payment and all rights and claims of the Company against third parties now or hereafter existing and capable of being satisfied by the payment of money (save as described in 3 above);
6.    by way of floating charge all the undertaking, property and assets of the Company whatsoever and wheresoever present and future of the Company not thereinbefore effectively charged by way of fixed charge including (without limitation) any immovable property of the Company situate in Scotland/



\*A92RD240\*

A07 RECEIPT DATE: 15/03/94

Scotland and any assets falling within any of the types mentioned in \* to \* above inclusive situate in Scotland but so that the Company is not to be at liberty to create otherwise than in favour of the Bank any mortgage or fixed or floating charge or other security upon and so that no lien (other than a lien arising through operation of law in the ordinary course of business) shall in any case or in any manner arise on or affect any part of such assets either in priority to or pari passu with the floating charge thereby created and further that the Company shall have no power without the consent of the Bank to part with or dispose of any part of such assets except by way of sale in the ordinary course of its business.

### **Conversion into fixed charge**

The Bank may from time to time by notice in writing to the Company convert the floating charge into a fixed charge as regards any assets thereby charged as specified in any such notice and such floating charge shall automatically be converted into a fixed charge:-

1. in respect of any assets which shall become subject to a fixed charge in favour of any other person or to a disposition otherwise than by way of sale in the ordinary course of Company's business immediately upon such charge or disposition; and
2. in respect of all the assets thereby charged if and when the Company shall cease to carry on business or to be a going concern;

but so that this provisions shall not apply to any assets situate in Scotland.

### **Restriction on charges and disposals**

The Company shall not without the previous written consent of the Bank grant or permit to subsist any lien, security, mortgage, charge or other encumbrance, fixed or floating, other than Permitted Encumbrances.

### **Control of moneys received**

The Company must pay into the Company's account with the Bank or as the Bank may direct all moneys which it may receive in respect of any policies of insurance or assurance royalties or book or other debts or any other of the rights and claims charged to the Bank under 5, 6 and 7 above and until such payment hold all moneys so received upon trust for the Bank and may not without the prior written consent of the Bank charge factor discount or assign any of the said policies, royalties, debts, rights or claims in favour of any other person or purpose so to do.

### **Redemption/**

**Redemption or purchase of own shares**

The Company may not without the previous written consent of the Bank redeem or purchase any of its own shares or issue any redeemable shares.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02058177

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 31st MAY 1994 AND CREATED BY HEALTHCALL MEDICAL (HOLDINGS) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO the GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 15th JUNE 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20th JUNE 1994.

M. SAHA

for the Registrar of Companies



COMPANIES HOUSE

POST  
20. TH  
JUN 1994  
400200

# M

## COMPANIES FORM No. 403a

### Declaration of satisfaction in full or in part of mortgage or charge

# 403a

Please do not  
write in  
this margin

Pursuant to section 403(1) of the Companies Act 1985

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

\* Insert full name  
of company

To the Registrar of Companies

For official use Company number

2

98  
[Signature]

2058177

Name of company

HEALTHCALL MEDICAL (HOLDINGS) LIMITED

I, MR PETER HOWARD  
of 4 Poplar Rise Wappingham Northamptonshire NN12 8RL

† Delete as  
appropriate

† Insert a  
description of the  
instrument(s)  
creating or  
evidencing the  
charge, eg  
'Mortgage',  
'Charge',  
'Debenure' etc.

† The date of  
registration may  
be confirmed  
from the  
certificate

† Insert brief  
details of  
property

~~I, the~~ the secretary of the above company, do solemnly and sincerely declare that the debt for  
which the charge described below was given has been paid or satisfied in (full) (PART) 1

Date and Description of charge: Debenure dated 23 February 1990

Date of Registration: 7 March 1990

Name and address of [chargee] ~~holder for the debenture holders~~ Intermediate Capital  
Group Limited of

Short particulars of property charged: Fixed and floating charges over the  
undertaking, all property and assets

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the  
provisions of the Statutory Declarations Act 1835

Declared at 206/208 Upper 5th St  
Muller Keyans MK9 2NR

Declarant to sign below

the 10th day of March  
one thousand nine hundred and ninety five  
before me [Signature] A.T.O.

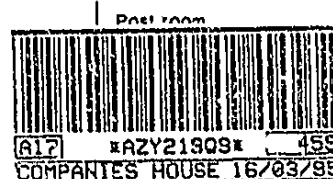
[Signature]

A Commissioner for Oaths or Notary Public or Justice of  
the Peace or Solicitor having the powers conferred on a  
Commissioner for Oaths

Presenter's name, address and  
reference (if any):

Taylor Joynson Garrett  
Carmelite  
50 Victoria Embankment  
Blackfriars  
London EC4Y 0DX  
RMG/LDR

For official use  
Mortgage section



M

COMPANIES FORM No. 403a  
Declaration of satisfaction  
in full or in part  
of mortgage or charge

403a

Please do not  
write in  
this margin

Pursuant to section 403(1) of the Companies Act 1985

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

To the Registrar of Companies

For official use Company number

(3) 08

10/1

2058177

Name of company

HEALTHCALL MEDICAL (HOLDINGS) LIMITED

\* Insert full name  
of company

I, NIGEL PERAL HARRIS

of 4 Poplar Rise Wappingham Northamptonshire NN12 8ER

† Delete as  
appropriate

~~As the~~ the secretary of the above company, do solemnly and sincerely declare that the debt for  
which the charge described below was given has been paid or satisfied in full (PART) :

† Insert a  
description of the  
instrument(s)  
creating or  
evidencing the  
charge, eg  
'Mortgage',  
'Charge',  
Debenture' etc

Date and Description of charge Debenture dated 2 March 1990

Date of Registration 8 March 1990

Name and address of (chargee) ~~trustee for the debenture holders~~ The Governor and  
Company of the Bank of Scotland of The Mound, Edinburgh, EH1 1YZ

Short particulars of property charged Fixed and floating charge over the  
undertaking, all property and assets

† The date of  
registration may  
be confirmed  
from the  
certificate

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the  
provisions of the Statutory Declarations Act 1935

† Insert brief  
details of  
property

Declared at 206/208 4/10 St

Mulla Begum

Declarant to sign below

the 10th day of March

one thousand nine hundred and ninety five

before me AFC

A Commissioner for Oaths or Notary Public or Justice of  
the Peace or Solicitor having the powers conferred on a  
Commissioner for Oaths

*Nigel Harris*

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

Taylor Joynson Garrett  
Carmelite  
50 Victoria Embankment  
Blackfriars  
London EC4Y 0DX

RMG/LDR

For official use  
Mortgage section

Post room

