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* insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

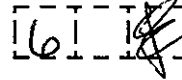
395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number



2058177

Name of company

* HEALTHCALL MEDICAL (HOLDINGS) LIMITED

Date of creation of the charge

30 MARCH 1998

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

COMPOSITE GUARANTEE AND DEBENTURE ("the Debenture")

Amount secured by the mortgage or charge

1.

(a) all moneys and obligations and liabilities now or hereafter due, owing or incurred by the Company to the Parent under or pursuant to the Secured Documents;

(b) The Company irrevocably and unconditionally guaranteed:

(i) the due performance by each Group Company of all its obligations under or pursuant to the Secured Documents to which it is a party; and

(ii) the payment of all moneys and discharge of all liabilities now or hereafter due, owing or incurred to the Parent under or pursuant to the Secured Documents by each Group Company (except any obligations or liabilities of such Group Company as guarantor for the Company)

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

HCMS Limited ("the Parent")
401 South Row
Central Milton Keynes MK9 2PH

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

Travers Smith Braithwaite
10 Snow Hill
London
EC1A 2AL

REF: JXW/653001

Time critical reference

For official use
Mortgage Section

Post room



5. By way of second legal mortgage, all freehold and leasehold property wheresoever situate (other than any heritable property in Scotland) now owned by the Company or in which the Company has an interest, together with all liens, charges, options, agreements, rights and interests in or over such property or the proceeds of sale of such property and all buildings and Fixtures thereon and all rights, easements and privileges appurtenant to, or benefiting, the same;

6. By way of second fixed charge (to the extent not the subject of a legal mortgage by virtue of paragraph 5 above) all present and future freehold and leasehold property wheresoever situate (other than any heritable property in Scotland and any leasehold property referred to in clause 3.9 of the Debenture) now or from time to time hereafter owned by the Company or in which the Company may have an interest, together with all liens, charges, options, agreements, rights and interests in or over such property or the proceeds of sale of such property and all buildings and Fixtures thereon and all rights, easements and privileges appurtenant to, or benefiting, the same and provided that any future leasehold property which is subject to a lease term of less than 25 years and in respect of which the initial annual rental thereunder is less than £50,000 shall not be the subject of a second fixed charge;

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Particulars as to commission allowance or discount (note 3)

NIL

Signed *Travers Smith Brahmwalte*

Date *15-4-98*

On behalf of ~~company~~ [†] mortgagee/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.

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Particulars of a mortgage or charge (continued)

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

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Company Number

2058177

Name of Company

HEALTHCALL MEDICAL (HOLDINGS) LIMITED

~~limited~~

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inappropriate

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

in each case when the same become due for payment or discharge whether by acceleration or otherwise, and whether such moneys, obligations or liabilities are express or implied; present, future or contingent; joint or several; incurred as principal or surety; originally owing to the Parent or purchased or otherwise acquired by any of them; denominated in sterling or in any other currency, or incurred on any banking account or in any other manner whatsoever;

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In the case of the guarantee set out in paragraph 1(b) above ("the Guarantee"), if for any reason any such person fails to discharge any such obligation or liability or to pay any such moneys, the Company and each Group Company (other than such person) shall immediately on demand by the Parent discharge such obligation or liability or, as the case may be, pay such moneys to the Parent;

2. The liabilities referred to in paragraph 1 above, without limitation, include:

(a) all liabilities under or in connection with foreign exchange transactions, interest rate swaps and other arrangements entered into for the purpose of limiting exposure to fluctuations in interest or exchange rates;

(b) all liabilities arising from the issue, acceptance, endorsement, confirmation or discount of any negotiable or non-negotiable instruments, documentary or other credits, bonds, guarantees, indemnities or other instruments of any kind; and

(c) interest (both before and after judgement) to date of payment at such rates and upon such terms as may from time to time be agreed, commission, fees and other charges and all legal costs, charges and expenses on a full and unqualified indemnity basis which may be incurred by the Parent in relation to the enforcement or recovery of any such moneys, obligations or liabilities;

3. The Company irrevocably and unconditionally agreed that if any purported obligation or liability of any Group Company which would have been the subject of its Guarantee had it been valid and enforceable is not or ceases to be valid or enforceable against such Group Company on any ground whatsoever whether or not known to the Parent (including, without limitation, any irregular exercise or absence of any corporate power or lack of authority of, or breach of duty by, any person purporting to act on behalf of such Group Company or any legal or other limitation, whether under the Limitation Acts or otherwise, any disability or Incapacity or any change in the constitution of such Group Company) it shall nevertheless be liable in respect of that purported obligation or liability as if the same were fully valid and enforceable and it were a principal debtor in respect thereof. The Company irrevocably and unconditionally agreed with the Parent to indemnify and keep indemnified the Parent against any loss or liability arising from any failure of the Company or any Group Company to perform or discharge any such purported obligation or liability or from any invalidity or unenforceability of any of the same against the Company or any Group Company;

4. The Company agreed to pay interest on each amount demanded of it under its Guarantee from the date of such demand until payment (after as well as before judgment) at the Default Rate ("the Secured Obligations").

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

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7. By way of second fixed charge, all plant, machinery and other equipment now or from time to time hereafter owned by the Company or in which the Company has an interest and the benefit of all contracts and warranties relating to the same;

8. By way of second fixed charge all stocks, shares, bonds and securities of any kind whatsoever (including warrants and options to acquire or subscribe any of the same) whether marketable or otherwise and all other interests (including but not limited to loan capital) in any person, now or from time to time hereafter owned by the Company or in which the Company has an interest, including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect thereof;

9. By way of second fixed charge, all book and other debts, revenues and claims, whether actual or contingent, whether arising under contracts or in any other manner whatsoever now or from time to time hereafter owned by the Company or in which the Company has an interest (whether originally owing to the Company or purchased or otherwise acquired by it) and all things in action which may give rise to any debt, revenue or claim, together with the full benefit of any Encumbrances, Collateral Instruments and any other rights relating thereto (whether as creditor or beneficiary) including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and associated rights, but excluding any assets the subject of a charge pursuant to the provisions particularised in 10 and 11 below;

10. By way of second fixed charge, the proceeds of collection of all Debts and any and all amounts from time to time standing to the credit of any bank or other account (including a current account) of the Company;

11. By way of second fixed charge, all moneys from time to time payable to the Company under or pursuant to the Insurances including, without limitation, the right to the refund of any premiums;

12. By way of second fixed charge, the goodwill and uncalled capital of such Company;

13. By way of second fixed charge, all present and future patents, trade marks, service marks and registered designs now or from time to time hereafter owned by the Company or in which the Company may have an interest;

14. By way of second fixed charge, all patents, trade marks and service marks (whether registered or not) and applications for the same, trade names, registered designs, design rights, copyrights, computer programmes, know-how and trade secrets and all other industrial or intangible property or rights and all licences, agreements and ancillary and connected rights relating to, intellectual and intangible property, in each case now or from time to time hereafter owned by such Company, (save the property particularised in 13 above);

15. By way of second floating charge as a continuing security for the payment and discharge of the Secured Obligations its undertaking and all its property including, without limitation, leasehold property specified in clause 3.9 of the Debenture), assets and rights whatsoever and wheresoever both present and future, other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment under 5 to 14 above or otherwise pursuant to the Debenture but including (without limitation and whether or not so effectively charged) any of its property and assets situated in Scotland

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Particulars of a mortgage or charge (continued)

Continuation sheet No 2
to Form No 395 and 410 (Scot)

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Company Number

2058177

Name of Company

HEALTHCALL MEDICAL (HOLDINGS)

Limited*

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

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

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NOTE 1: The Company may not without the prior written consent of the Parent:

(a) dispose of, or create or attempt to create or permit to subsist or arise any Encumbrance (other than a Permitted Encumbrance) on or over, the Debts or any part thereof or release, set off or compound or deal with the same otherwise than in accordance with clause 5.1(a) and the Facilities Agreement or, after the Cross-over Date, the Mezzanine Loan Agreement;

(b) create or attempt to create or permit to subsist in favour of any person other than the Parent any Encumbrance (except a Permitted Encumbrance) on or affecting the Charged Assets or any part thereof; or

(c) dispose of the Charged Assets or any part thereof or attempt or agree so to do except in the case of (i) Floating Charge Assets which may, subject to the other provisions of this Deed, be disposed of in the ordinary course of business and (ii) disposals expressly permitted by the terms of the Facilities Agreement or, after the Cross-over Date, the Mezzanine Loan Agreement.

NOTE 2: Throughout this FORM 395 and the Debenture the following expressions have the following meanings:

"Agent" means RBS or such other person as may be appointed agent for the Banks and, in each case, its successors in title;

"Ancillary Facilities Bank" means RBS and includes its assignees and transferees;

"Ancillary Facilities Letter" means the letter in the agreed form entered into between the Ancillary Facilities Bank and the relevant Working Capital Facility Borrowers setting out the terms and conditions on and subject to which the Ancillary Facilities are made available;

"Arranger" means RBS;

"Banks" means the banks and financial institutions listed in schedule 1 of the Facilities Agreement (being RBS) and includes their successors in title and substitutes;

"Charged Assets" means in relation to the Company all assets of the Company described in paragraph 5 to 14 above;

"Collateral Instruments" means negotiable and non-negotiable instruments, guarantees and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge, or be responsible directly or indirectly for, any liabilities of any person and includes any document or instrument creating or evidencing an Encumbrance;

"Credit Documents" means the Facility Agreement, the Ancillary Facilities Letter and the Hedge Documents;

"Cross-over Date" means the date on which the Agent notifies the Security Trustee and agent under the Mezzanine Loan Agreement that it is satisfied that the liabilities to the Agent, the Arranger, the Banks, the Hedge Counterparty and the Ancillary Facilities Bank under the Credit Documents have been fully and finally satisfied;

"Debts" means all debts particularised in paragraph 9 above.

"Default Rate" means the aggregate of the Applicable Rate (as defined in the Target Loan Agreement) and 1 per. cent. per annum;

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Particulars of a mortgage or charge (continued)

Continuation sheet No 3
to Form No 395 and 410 (Scot)

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Company Number

2058177

Name of Company

HEALTHCALL MEDICAL (HOLDINGS)

Limited*

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

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

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"Encumbrance" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment, trust arrangement for the purpose of providing security or other security interest of any kind securing any obligation of any person or other type of preferential arrangement (including without limitation title transfer and/or retention arrangements having a similar effect) and includes any agreement to create any of the foregoing;

"Facilities Agreement" means the facilities agreement dated 16 February 1998 made between Healthcall Group plc (and certain of its subsidiaries) (1), RBS as Arranger (2), the Banks (3), RBS and the Ancillary Facilities Bank (4), RBS as the Hedge Counterparty (5), and RBS as the Agent (6) pursuant to which the Banks agree to make available to Healthcall Group plc (and certain of its subsidiaries) a £27,500,000 secured term loan for the purpose of satisfying part of the purchase consideration payable by Healthcall Group plc for the acquisition of Healthcall Group plc and a revolving credit and ancillary facility of up to £3,000,000, as that agreement may from time to time be amended, varied, novated, supplemented or replaced including, without limitation, by the increase or extension of maturity of the facilities or any of them or by any change in the identity of any of the Secured Parties;

"Fixtures" means, in relation to a property, all fixtures and fittings (including trade fixtures and fittings), fixed plant and machinery and other items attached to that property, whether or not constituting a fixture at law;

"Floating Charge Assets" means in relation to the Company, the assets of the Company from time to time charged under the Debenture by way of floating charge;

"Group Company" means the Company and each of:-

Company Name	Company No.
Healthcall Group plc	2422701
Healthcall Limited	1437517
Healthcall Services Limited	1963820
Medical Support Personnel Limited	2220744
Sheffield & Rotherham Nursing Limited	2975918
Healthcall Scotland Limited	SC178419

"Hedge Counterparty" means RBS;

"Hedge Documents" means the document evidencing the Hedge Transactions;

"Hedge Transactions" means the interest rate arrangements to be entered into between the Parent and the Hedge Counterparty pursuant to the Facilities Agreement and the Mezzanine Loan Agreement;

"Insurances" means in relation to the Company, all present and future contracts or policies of insurance (including life assurance policies) taken out by it or in which it from time to time has an interest (including the Keyman Insurance Policy);

"Mezzanine Loan Agreement" means the £7,500,000 mezzanine loan agreement between RBS Mezzanine Limited and the Parent dated 16 February 1998;

"RBS" means The Royal Bank of Scotland plc of Waterhouse Square, 138-142 Holborn London EC1N 2TH;

"Secured Documents" means the Target Loan Agreement and the Debenture;

"Security Trustee" means RBS or such other person as may be appointed Security Trustee;

"Target Loan Agreement" means the £11,500,000 loan agreement in the agreed form between the Company and the Parent;

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Particulars of a mortgage or charge (continued)

Continuation sheet No 4
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

2058177

Name of Company

HEALTHCALL MEDICAL (HOLDINGS) LIMITED

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

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

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"Working Capital Facilities Borrower" means the Parent and those of its subsidiaries which with the consent of the Agent accede to the Facilities Agreement as Working Capital Facilities Borrowers;

Unless otherwise defined in this form 395, words and expressions defined in the Facilities Agreement have the same meaning when used in this form 395.

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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 COMPOSITE GUARANTEE AND DEBENTURE DATED THE 30th MARCH 1998 AND CREATED BY HEALTHCALL MEDICAL (HOLDINGS) LIMITED FOR SECURING ALL MONEYS AND OBLIGATIONS AND LIABILITIES DUE OR TO BECOME DUE FROM THE COMPANY AND EACH GROUP COMPANY (AS DEFINED) TO HCMS LIMITED ("THE PARENT") UNDER OR PURSUANT TO THE SECURED DOCUMENTS (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 17th APRIL 1998.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20th APRIL 1998.

A handwritten signature in dark ink, appearing to read 'J. M. Evans'.

J. M. EVANS

for the Registrar of Companies

COMPANIES HOUSE



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