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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.

395

CHFP025

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[] [] [] [] [] [] [] []

02935367

Name of company

* Cross Infection Control Systems (CICS) Limited (the "Chargor")

Date of creation of the charge

27 July 2006

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

Deed of Guarantee and Debenture between (among others) (1) the Chargor and (2) Barclays Bank PLC (and any transferee or successor whether immediate or derivative of Barclays Bank PLC, (the "Chargee") dated 27 July 2006, (the "Guarantee and Debenture").

Amount secured by the mortgage or charge

All Indebtedness now or in the future due, owing or incurred (before or after demand made in writing by the Chargee on the Chargor) by the Chargor to the Chargee in any manner.

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

Barclays Bank PLC, 1 Churchill Place, London

Postcode E14 5HP

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

Simmons & Simmons
CityPoint
One Ropemaker Street
London
EC2Y 9SS

REF:FMDBK/1226-555/PRXM/CZR

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room



LD2
COMPANIES HOUSE

183
07/08/2006

Short particulars of all the property mortgaged or charged

See Schedule 1

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)

None

Signed

Simmons & Simmons

Date 07 August 2006

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ (chargee) A

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to Companies
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(See Note 5)*

Notes

*Adelate as
appropriate*

- 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

Negative Pledge

The Chargor must not, except with the prior written consent of the Chargee;

1. create or attempt to create any fixed or floating security of any kind or any trust over any of the Assets, or permit any lien (other than a lien arising by operation of law in the ordinary course of its business) to arise or subsist over any of the Assets;
2. sell, assign, lease, license or sub-license, or grant any interest in, the Intellectual Property Rights, or purport to do so, or part with possession or ownership of them, or allow any third party access to them or the right to use any copy of them;
3. create any mortgage or any fixed or floating charge or other security over any of the Floating Charge Assets (whether having priority over, or ranking *pari passu* with or subject to, the floating charge created by the Guarantee and Debenture);
4. take any other step referred to in paragraph 1 above with respect to any of the Floating Charge Assets; and
5. sell, transfer, part with or dispose of any of the Floating Charge Assets except by way of sale in the ordinary course of business.

Short Particulars of all the property mortgaged or charged

The Chargor charges to the Chargee with full title guarantee with the payment or discharge of all Indebtedness:

1. by way of legal mortgage, all freehold and leasehold Land in England and Wales now vested in the Chargor and not registered at H.M. Land Registry;
2. by way of fixed charge:
 - (a) all freehold and leasehold Land in England and Wales now vested in the Chargor and registered at H.M. Land Registry;
 - (b) all other Land which is now, or in the future becomes, the property of the Chargor;
 - (c) all interests and rights in or relating to Land or the proceeds of sale of Land now or in the future belonging to the Chargor;
 - (d) all plant and machinery now or in the future attached to any Land and all the Chargor's rights and interests under all present and future agreements relating to this plant and machinery;
 - (e) all rental and other income and all debts and claims which are due or owing to the Chargor now or in the future under or in connection with any lease, agreement or licence relating to Land;

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Company Number: 02935367

- (f) all the Securities;
- (g) all insurance and assurance contracts and policies now or in the future held by or otherwise benefiting the Chargor and all the Chargor's rights and interests in these contracts and policies (including the benefit of all claims arising and all money payable under them);
- (h) all the Chargor's goodwill and uncalled share capital for the time being;
- (i) all the Intellectual Property, present and future, including any intellectual property to which the Chargor is not absolutely entitled or to which the Chargor is entitled together with others, the benefit of all agreements and licences now or in the future entered into or enjoyed by the Chargor relating to the use or exploitation of any Intellectual Property in any part of the world and all trade secrets, confidential information and know-how owned or enjoyed by the Chargor now or in the future in any part of the world;
- (j) all book and other debts now or in the future owing to the Chargor;
- (k) all present and future rights and claims the Chargor has against third parties, capable of being satisfied by the payment of money;
- (l) the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to the Chargor as security;

3. by way of floating charge:

- (a) all Assets which are not effectively charged by the fixed charges detailed above: and
- (b) without exception all Assets insofar as they are situated for the time being in Scotland;

The Chargee may at any time after the occurrence of a Default crystallise the floating charge created by clause 3.1.3 of the Guarantee and Debenture into a fixed charge, or subsequently reconvert it into a floating charge, by notice in writing given at any time by the Chargee to the Chargor in relation to any or all Floating Charge Assets, as the Chargee specifies in the notice PROVIDED THAT the floating charge contained in the Guarantee and Debenture may not be converted into a fixed charge solely by reason of the obtaining of a moratorium, or anything done with a view to obtaining a moratorium by an eligible company (as determined by Schedule A1 of the Insolvency Act 1986), under the Insolvency Act 1986.

4. Subject to the rights of any prior mortgagee and unless otherwise agreed by the Chargee, the Chargor must:

- (a) deposit with the Chargee for its retention all title deeds and documents relating to all Assets charged by way of fixed charge as referred to in paragraph 2 above, including insurance and assurance policies;
- (b) execute and deliver to the Chargee any documents and transfers the Chargee requires at any time to constitute or perfect an equitable or legal charge (at the Chargee's option) over registered Securities or a pledge over bearer Securities, including any Securities within any

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paperless transfer and settlement system or held in a clearing system, and give any instructions and take any actions the Chargee may require to achieve this.

5. Any mortgage, fixed charge or other fixed security which the Chargor creates in favour of the Chargee will have priority over the floating charge created by the Guarantee and Debenture unless the Chargee states otherwise on or after its creation.
6. Any debentures, mortgages or charges (fixed or floating) which the Chargor creates in the future (except those in favour of the Chargee) shall be expressed to be subject to the Guarantee and Debenture and shall rank in order of priority behind the charges created by the Guarantee and Debenture.

In this form 395, the following words and expressions have the following meanings:

"Agent"	means Healthcare Enterprise Group PLC whose registered company number is 03627383 and whose registered office is situated at 2 nd Floor College House, 272 Kings Road, London SW3 5AW and includes any successor appointed under the Guarantee and Debenture.
"Assets"	means all of the Chargor's undertaking, property, assets, rights and revenues, whatever and wherever in the world, present and future, and includes each or any of them.
"Default"	has the same meaning as in the credit agreement entered into between the Agent and the Chargee dated 18 October 2003.
"Floating Charge Assets"	means those of the Chargor's Assets that are for the time being comprised in the floating charge created by the Guarantee and Debenture, but only insofar as concerns that floating charge.
"Indebtedness"	means any obligation for the payment or repayment by the Chargor to the Chargee of money in any currency, whether present or future, actual or contingent, joint or several, whether incurred as principal or surety or in any way whatever, whether or not the Chargee was a party to the original transaction, and including principal, interest, commission, fees and other charges.
"Intellectual Property"	means all patents (including supplementary protection certificates), utility models, trade marks (including service marks), domain names and rights in passing off copyrights and rights in the nature of copyright, database rights, unregistered rights in designs, register design

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rights and all other intellectual property rights and all extensions and renewals of and all applications for these rights in any part of the world.

"Intellectual Property Rights"

means all and any of the Intellectual Property and the other rights, causes of action, interests and assets referred to in paragraph 2(i) above.

"Land"

means freehold and leasehold land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures).

"Securities"

means all stocks, shares, debentures, debenture stock, loan stock, bonds and securities issued by any company or person (other than the Chargor) and all other investments (whether or not marketable) now or in the future owned by the Chargor (whether at law or in equity), including all interests in investment funds and all rights and benefits arising and all money payable in respect of any of them, whether by way of conversion, redemption, bonus, option, dividend, interest or otherwise.

Any reference to any statute or any section of any statute is deemed to include reference to any statutory modification or re-enactment of it for the time being in force.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02935367

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT GUARANTEE & DEBENTURE DATED THE 27th JULY 2006 AND CREATED BY CROSS INFECTION CONTROL SYSTEMS (CICS) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BARCLAYS BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 7th AUGUST 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14th AUGUST 2006.

A handwritten signature in black ink, appearing to be 'J. H.' or similar.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES