

MG01

Particulars of a mortgage or charge



520173/13

A fee is payable with this form

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

☒ **What this form is NOT for**
You cannot use this form to
particulars of a charge for a
company. To do this, please use
form MG01s

THURSDAY



A36 *AU0MYQDR* 284
30/12/2010
COMPANIES HOUSE
... companieshouse.gov.uk

1 Company details

Company number 03069773

Company name in full Thames Medics Limited (the "Company")

9 For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation d1 d7 m1 m2 y2 y0 y1 y0

3 Description

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

Description Debenture made between, amongst others, the Company as Original Chorgor
and National Australia Bank Limited as security trustee (the "Security
Trustee") (the "Debenture")

4 Amount secured

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

Amount secured The Company covenants with the Security Trustee and
the other Secured Parties that it will on demand
pay and discharge the Secured Money when due for
payment in accordance with the terms of the Finance
Documents (the "Secured Liabilities").

Terms defined in this Form MG01 shall have the
meanings given to them in the continuation sheets
attached hereto.

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

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge			Continuation page Please use a continuation page if you need to enter more details				
Name	National Australia Bank Limited							
Address	Level 25, 255 George Street							
	Sydney, Australia							
Postcode	N	S	W		2	0	0	0
Name								
Address								
Postcode								

6 Short particulars of all the property mortgaged or charged

	Please give the short particulars of the property mortgaged or charged			Continuation page Please use a continuation page if you need to enter more details
Short particulars	Please see attached continuation sheets			

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

Nil

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X Herbert Sub UP X

This form must be signed by a person with an interest in the registration of the charge

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Jagannath Iyer (10598/30917569)

Company name Herbert Smith LLP

Address Exchange House

Primrose Street

London

Post town

County/Region

Postcode E C 2 A 2 H S

Country United Kingdom

DX 28

Telephone 020 7374 8000

Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.

Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee

Important information

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

How to pay

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

Make cheques or postal orders payable to 'Companies House'

Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p><u>Short Particulars</u></p> <p>1. CREATION OF SECURITY INTEREST (CLAUSE 3 OF THE DEBENTURE)</p> <p>The Company grants the Security Interests listed in Clauses 1 1 to 1 14 below (Clauses 3 1 to 3 14 of the Debenture) in the terms described in Clause 4 (<i>Nature of security interest created</i>) of the Debenture</p> <p>1 1 Land</p> <p>The Company charges</p> <p>1 1 1 by way of legal mortgage its interest in the Land referred to opposite its name in Schedule 1 of this Form MG01 (Schedule 2 (<i>Land charged by way of legal mortgage</i>) of the Debenture), and</p> <p>1 1 2 by way of fixed charge any right, title or interest which it has now or may subsequently acquire to or in any other Land</p> <p>1 2 Plant and Machinery</p> <p>The Company charges by way of fixed charge all Plant and Machinery in so far as it is not charged by way of legal mortgage under Clause 1 1 (<i>Land</i>) (Clause 3 1 of the Debenture)</p> <p>1 3 Shares</p> <p>The Company charges by way of fixed charge all Shares and all related Distribution Rights</p> <p>1 4 Investments</p> <p>The Company charges by way of fixed charge all Investments and all related Distribution Rights, including those held for it by any nominee</p> <p>1 5 Book Debts</p> <p>The Company charges by way of fixed charge</p> <p>1 5 1 all Book Debts, and</p> <p>1 5 2 all benefits, rights and Security Interests held in respect of, or to secure the payment of, the Book Debts</p> <p>1.6 Non Trading Debts</p> <p>The Company charges by way of fixed charge</p> <p>1 6 1 all Non Trading Debts, and</p> <p>1 6 2 all benefits, rights and Security Interests held in respect of, or to secure the payment of, the Non Trading Debts</p>

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Short particulars	<p>1 7 Accounts</p> <p>The Company charges by way of fixed charge all amounts standing to the credit of</p> <p>1 7 1 each Collection Account, and</p> <p>1 7 2 each other bank account in its name or to which it is beneficially entitled or in which it has an interest</p> <p>1 8 Intellectual Property</p> <p>The Company charges by way of fixed charge all its right, title and interest in all Registered Intellectual Property and all other Intellectual Property, including without limitation all fees, royalties and all other rights deriving from such Intellectual Property Rights</p> <p>1 9 Goodwill</p> <p>The Company charges by way of fixed charge its goodwill</p> <p>1 10 Uncalled capital</p> <p>The Company charges by way of fixed charge its uncalled capital</p> <p>1 11 Authorisations</p> <p>The Company charges by way of fixed charge the benefit of all Authorisations held by it in relation to any Security Asset</p> <p>1 12 Assigned Agreements</p> <p>1 12 1 The Company assigns absolutely all its rights and interests under each Assigned Agreement to which it is party to the extent that it is not restricted or prohibited from doing so under the terms of such Assigned Agreement</p> <p>1 12 2 The Company charges by way of fixed charge all its rights under each Assigned Agreement to which it is a party, other than the Assigned Agreements to the extent they are effectively assigned by Clause 1 12 1 (<i>Assigned Agreements</i>) (Clause 3 12 1 of the Debenture) above</p> <p>1 13 Insurance Policies</p> <p>The Company assigns absolutely all its rights and interests in each Insurance Policy</p> <p>1 14 Floating Charge over other assets</p> <p>1 14 1 The Company charges by way of floating charge all its present and future business, undertaking and assets which are not effectively mortgaged, charged by way of fixed charge or assigned under Clause 1 of this Form MG01 (Clause 3 of the Debenture)</p> <p>1 14 2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any</p>	

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6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p style="text-align: center;">floating charge created by this Debenture</p> <p>2. NATURE OF SECURITY INTEREST CREATED (CLAUSE 4 OF THE DEBENTURE)</p> <p>The Security Interest created under the Debenture is created</p> <p>2 1 1 as a continuing security to secure the payment and discharge of the Secured Money and to secure the performance of the Company's obligations under the Finance Documents,</p> <p>2 1 2 (except in the case of assets which are the subject of a legal mortgage under this Debenture) over all present and future assets of the kind described which are owned by the Company and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them,</p> <p>2 1 3 in favour of the Security Trustee as trustee for the Secured Parties, and</p> <p>2 1 4 with full title guarantee (except that the covenant set out in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to all charges, encumbrances and rights, even if the Company does not know and could not reasonably be expected to know about them)</p> <p>3. NEGATIVE COVENANTS (CLAUSE 7 OF THE DEBENTURE)</p> <p>The covenants in this Clause 3 (Clause 7 of the Debenture) remain in force from the date of this Debenture until the expiry of the Security Period</p> <p>3 1 Disposals</p> <p>Save as expressly permitted by each of the Facility Agreements, the Company shall not enter into a single transaction or a series of transactions (whether related or not), whether voluntary or involuntary and whether at the same time or over a period of time, to sell, lease, transfer, loan (and, in the case of the Book Debts, factor or discount them), nor otherwise dispose of any Security Asset, nor enter into an agreement to make any such disposal</p> <p>3 2 Negative pledge</p> <p>Save as expressly permitted by each of the Facility Agreements, the Company shall not create or permit to subsist any Security Interest over any Security Asset without the prior written consent of the Security Trustee</p> <p>4. FURTHER ASSURANCE AND PERFECTION (CLAUSE 22 OF THE DEBENTURE)</p> <p>4 1 Application to Land Registrar</p> <p>The Company consents to the registration against the registered titles specified opposite its name in Schedule 1 of this Form MG01 (Schedule 2 of the Debenture) or in Schedule 1</p>

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6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(Land) to any Security Accession Deed of</p> <p>4 1 1 a restriction in the following terms</p> <p style="padding-left: 40px;">"No [disposition <i>or specify type of disposition</i>] of the registered estate [(other than a charge)] by the proprietor of the registered estate [, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction,] is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of [chargee] referred to in the charges register [or [their conveyancer <i>or specify appropriate details</i>]]", and</p> <p>4 1 2 a notice that the Financiers are under an obligation to make further advances on the terms and subject to the conditions of the Finance Documents</p> <p>4 2 Further action</p> <p>The Company shall, at its own expense, promptly take any action and sign or execute any further documents which the Security Trustee may require in order to</p> <p>4 2 1 give effect to the requirements of the Debenture,</p> <p>4 2 2 protect, preserve and perfect the Security Interest intended to be created by or pursuant to the Debenture,</p> <p>4 2 3 protect and preserve the ranking of the Security Interest intended to be created by or pursuant to the Debenture with any other Security Interest over any assets of the Company, or</p> <p>4 2 4 while an Event of Default subsists, facilitate the realisation of all or any of the Security Assets or the exercise of any rights, powers and discretions conferred on the Security Trustee, any Receiver or any Administrator in connection with all or any of the Security Assets,</p> <p style="padding-left: 40px;">and any such document may (i) disapply section 93 of the Act and (ii) contain an assignment to the Security Trustee of the Book Debts in any manner reasonably required by the Security Trustee</p> <p>4 3 Deposit of documents</p> <p>The Company covenants that, on the date of the Debenture and at all times during the Security Period as soon as it receives them (and in any event when the same becomes available as soon as the Security Trustee so requests), it shall deposit with the Security Trustee, in respect of or in connection with the Security Assets</p> <p>4 3 1 all deeds, certificates and other documents of or evidencing title, and</p> <p>4 3 2 any other documents which the Security Trustee may from time to time require for perfecting its title, or the title of any purchaser,</p> <p>all of which will be held by the Security Trustee at the expense and risk of the Company (save for any wilful default or fraud or gross negligence on the part of the Security Trustee</p>

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6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="339 376 1018 405">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="427 477 951 506">or any of its agents, representatives or assigns)</p> <p data-bbox="339 533 1249 562">4 4 Registration of Trade Marks, Community Trade Marks and Patents</p> <p data-bbox="427 589 1238 618">4 4 1 If requested to do so by the Security Trustee, the Company shall</p> <p data-bbox="555 633 1474 813">(A) within 20 Business Days of the date of being requested to do so, apply to the Comptroller-General of Patents, Designs and Trade Marks and the Office for Harmonization in the Internal Market to register the charge created by Clause 1 8 (<i>Intellectual Property Rights</i>) pursuant to the provisions of section 25 of the Trade Marks Act 1994, Article 19 of Council Regulation 40/94/EC, the Patents Act 1997, and</p> <p data-bbox="555 846 1453 909">(B) pay all fees necessary to make the registrations required to be made under paragraph (A) before the latest time provided for payment</p> <p data-bbox="427 920 1474 1043">4 4 2 The Company acknowledges the right of the Security Trustee, or any duly authorised agent of the Security Trustee, at the cost and expense of the Company, to take all or any of the actions set out in Clause 4 4 1 above (Clause 22 4 1 of the Debenture)</p> <p data-bbox="339 1070 1070 1099">4 5 Law of Property (Miscellaneous Provisions) Act 1994</p> <p data-bbox="427 1133 1453 1223">The covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to the provisions set out in this Clause 4 (Clause 22 of the Debenture)</p> <p data-bbox="339 1294 488 1323"><u>Definitions</u></p> <p data-bbox="339 1402 839 1431">"Act" means the Law of Property Act 1925</p> <p data-bbox="339 1458 1414 1520">"Administrator" means a person appointed under Schedule B1 to the Insolvency Act 1986 to manage the Company's affairs, business and property</p> <p data-bbox="339 1547 1445 1610">"Affiliate" means, in relation to any person, a Subsidiary of that person or a holding company of that person or any other Subsidiary of that holding company</p> <p data-bbox="339 1637 1474 1760">"Ancillary Facility Document" means each document between an Obligor and an Ancillary Facility Lender whereby that Ancillary Facility Lender provides separate Ancillary Facilities to the Obligor as part of its commitment under a 'Revolving Working Capital Facility' provided under (as defined in) the Senior Facility Agreement</p> <p data-bbox="339 1787 1453 1850">"Ancillary Facility Lender" means any Senior Financier who provides Ancillary Facilities to an Obligor under Ancillary Facility Documents</p> <p data-bbox="339 1877 1474 1966">"Assigned Agreements" means the Reliance Rights, the Hedging Agreements, the Intra-Group Loan Agreements and any other agreement which is designated as such by the Security Trustee and the Holding Company</p>

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Authorisation" means any consent, authorisation, registration, filing, agreement, notarisation, certificate, permit, licence, approval, authority or exemption of, from or required by, a government agency or required by law. Where intervention or action of a government agency within a specified period would fully or partly prohibit or restrict something by law, Authorisation includes the expiry of that period without that intervention or action.

"Beneficiary" means

- (A) the Security Trustee (on its own account and not in its capacity as trustee of the Security Trust),
- (B) each Senior Beneficiary,
- (C) each Mezzanine Beneficiary, and
- (D) each person that the Holding Company and the Security Trustee (acting on the instructions of all Beneficiaries, except the Security Trustee itself) agree is a Beneficiary,

but excluding a person who ceases to be a Beneficiary under Clause 23 12 (*Opting out by Beneficiary*) of the Security Trust and Intercreditor Deed

"Book Debts" means, in relation to the Company, all its book debts arising in the ordinary course of trading

"Business Day" means

- (A) for receiving a Notice in accordance with clause 27 of the Security Trust and Intercreditor Deed a week day on which banks are open for general banking business in the place of receipt, and
- (B) for all other purposes a week day on which banks are open for general banking business in Sydney and London

"Collection Account" means an account established under Clause 12 4 (*Collection Account*) of the Debenture

"Community Trade Mark" means, in respect of the Company, each European Community registered trade mark which it has a legal or beneficial interest in or in respect of which it is the registered proprietor including those set out against its name in Part 2A (*Community Trade Marks*) of Schedule 3 of this Form MG01 (Schedule 7 (*Intellectual Property*) of the Debenture) or in Schedule 6 (*Intellectual Property*) of any Security Accession Deed

"Community Trade Mark Application" means, in respect of the Company, each application being made by it for the European Community registered trade mark, including those set out against its name in Part 2B (*Trade Marks*) of Schedule 3 of this Form MG01 (Schedule 7 (*Intellectual Property*) of the Debenture) or in Schedule 6 (*Intellectual Property*) of any Security Accession Deed

"Distribution Rights" means all allotments, accretions, offers, options, rights, bonuses, benefits

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Short particulars	<p>and advantages, whether by way of conversion, redemption, preference, option or otherwise which at any time accrue to or are offered or arise in respect of any Investments or Shares, and includes all dividends, interest and other distributions paid or payable on or in respect of them</p> <p>"Event of Default" means an event or circumstance specified as a default or an event of default in a Finance Document</p> <p>"Facility Agreements" means</p> <ul style="list-style-type: none"> (A) the Senior Facility Agreement, (B) the Mezzanine Facility Agreement, and (C) each other agreement for the provision on financial accommodation which the Holding Company and the Security Trustee (acting on the instructions of all Beneficiaries, except the Security Trustee itself) agree is a 'Facility Agreement' <p>"Finance Documents" means any one or more of the following</p> <ul style="list-style-type: none"> (A) the Security Trust and Intercreditor Deed, (B) each Security, (C) the Senior Finance Documents, (D) the Mezzanine Finance Documents, (E) any Hedging Agreement, (F) each Ancillary Facility Document, (G) each document under which a Financier provides a Transactional Banking Facility, (H) the fee letter described in Clause 2.5 (<i>Security Trustee's fees</i>) of the Security Trust and Intercreditor Deed, (I) each Accession Deed, (J) a document that the Holding Company and the Security Trustee (acting on the instructions of all Beneficiaries) agree is a Finance Document, and (K) a document entered into or given under or in connection with, or for the purpose of amending or novating, any Finance Document <p>"Financier" means each person described as such in a Facility Agreement, or who becomes a Financier under a Facility Agreement and is bound by this Debenture as a Beneficiary unless they have ceased to be a Financier in accordance with the Facility Agreement</p> <p>"Group" means the Holding Company and each of its Subsidiaries</p> <p>"Guarantee" means a guarantee, indemnity, letter of credit, legally binding letter of comfort or</p>

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Short particulars	<p>other obligation of any kind</p> <p>(A) to provide funds (whether by the advance or payment of money, the purchase of or subscription for shares or other securities, the purchase of assets or services, or otherwise) for the payment or discharge of,</p> <p>(B) to indemnify any person against the consequences of default in the payment of, or</p> <p>(C) to be responsible for,</p> <p>an obligation or monetary liability of another person or the assumption of any responsibility or obligation in respect of the solvency or financial condition of another person</p> <p>"Hedge Counterparty" means</p> <p>(D) each Initial Hedge Counterparty,</p> <p>(E) any other Senior Financier or Affiliate of a Senior Financier that enters into any interest rate or currency hedging agreement with an Obligor and who executes an Accession Deed as a 'New Party' to become a Hedge Counterparty (on the Accession Deed taking effect), and</p> <p>(F) each Senior Financier to whom a Hedging Agreement is novated and who executes an Accession Deed as a 'New Party' to become a Hedge Counterparty (on the Accession Deed taking effect),</p> <p>provided that on the date a Hedge Counterparty ceases to be a Senior Financier or an Affiliate of a Senior Financier, that person also ceases to be a Hedge Counterparty under this Debenture</p> <p>"Hedge Transaction" means any contract, agreement or arrangement setting out the terms and conditions of a derivative, swap, forward contract, futures contract or hedging transaction. It includes any master agreement as published by the International Swaps and Derivatives Association Inc from time to time, and any schedule to, and any derivative, transaction or confirmation under or as defined in, such a master agreement</p> <p>"Hedging Agreement" means any agreement relating to Hedge Transactions entered into between an Obligor and any Hedge Counterparty which is permitted in accordance with a Facility Agreement, provided that at the time a person ceases to be a Hedge Counterparty any such agreement entered into between it and an Obligor ceases to be a Hedging Agreement under the Security Trust and Intercreditor Deed</p> <p>"Holding Company" means Healthcare Locums plc</p> <p>"Initial Hedge Counterparties" means Commonwealth Bank of Australia (ABN 48 123 123 124) and National Australia Bank Limited (ABN 12 004 044 937)</p> <p>"Initial Senior Financiers" means Commonwealth Bank of Australia (ABN 48 123 123 124) and National Australia Bank Limited (ABN 12 004 044 937)</p> <p>"Initial Mezzanine Financier" means Ares Capital Europe (Luxembourg) S a r l</p>

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Short particulars	<p>"Insurance Policy" means, in relation to the Company, each contract or policy of insurance to which the Company is a party or in which it has an interest, other than any policy which is taken out in respect of third party liabilities</p> <p>"Intellectual Property" means, in respect of the Company</p> <ul style="list-style-type: none"> (A) any patents, petty patents, trade marks, service marks, trade names, domain names, rights in designs, software rights, utility models, database rights, copyrights, rights in the nature of copyright, and all other forms of intellectual or industrial property, (B) any rights in or to inventions, formulae, confidential or secret processes and information, know-how and similar rights, goodwill and any other rights and assets of a similar nature, and (C) any other right to use, or application to register or protect, any of the items listed in paragraphs (A) or (B) above, <p>which may now or in the future subsist in any jurisdiction and whether registered or not</p> <p>"Intra-Group Loan Agreement" means an agreement under which a member of the Group has or will make available a credit facility or a loan available to another member of the Group</p> <p>"Investments" means any interest which the Company may have in all or any stocks, shares (other than any Shares), bonds and securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments (as defined in the Regulations)</p> <p>"Land" has the same meaning as it has in section 205(1) of the Act</p> <p>"Mezzanine Agent" means Ares Capital Europe Limited</p> <p>"Mezzanine Arranger" means Ares Capital Europe Limited</p> <p>"Mezzanine Beneficiaries" means the Mezzanine Agent, the Mezzanine Arranger and each Mezzanine Financier</p> <p>"Mezzanine Facility Agreement" means the document titled '<i>Mezzanine Syndicated Facility Agreement – Project Horatio</i>' between, among others, the Mezzanine Agent, the Initial Mezzanine Financier and the Holding Company on or about the date of this Debenture</p> <p>"Mezzanine Finance Document" means</p> <ul style="list-style-type: none"> (A) the Security Trust and Intercreditor Deed, (B) the Mezzanine Facility Agreement and each 'Finance Document' under, and as defined in, the Mezzanine Facility Agreement, (C) each Security, (D) each Accession Deed pursuant to which a Mezzanine Beneficiary becomes a party to the Security Trust and Intercreditor Deed, and

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6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(E) each document which the Holding Company and the Security Trustee (acting on instructions of all Beneficiaries, except the Security Trustee itself) agree in writing to be a Mezzanine Finance Document</p> <p>"Mezzanine Financier" means</p> <p>(C) the Initial Mezzanine Financier, and</p> <p>(D) each Financier (as defined in the Mezzanine Facility Agreement who becomes a "New Party" under an Accession Deed (on the Accession Deed taking effect)</p> <p>"Non Trading Debts" means all debts and monies due or payable to the Company except for Book Debts and those referred to in Clause 3.7 (<i>Accounts held with Secured Parties</i>) of the Debenture</p> <p>"Patent" means, in respect of the Company, each United Kingdom patent which it has a legal or beneficial interest in or in respect of which it is the registered proprietor, including those set out against its name in Part 3A (<i>Patents</i>) of Schedule 3 of this Form MG01 (Schedule 7 (<i>Intellectual Property</i>) of the Debenture) or in Schedule 6 (<i>Intellectual Property</i>) of any Security Accession Deed</p> <p>"Patent Application" means, in respect of the Company, each application being made by it for the United Kingdom registration of a patent, including those set out against its name in Part 3B (<i>Patents</i>) of Schedule 3 of this Form MG01 (Schedule 7 (<i>Intellectual Property</i>) of the Debenture) or in Schedule 6 (<i>Intellectual Property</i>) of any Security Accession Deed</p> <p>"Plant and Machinery" means, in relation to the Company, all its fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related Authorisations, agreements and warranties (but excluding any of those items to the extent that they are part of its stock in trade)</p> <p>"Receiver" means a receiver appointed pursuant to the Debenture or to any applicable law, whether alone or jointly, and includes a receiver and/or manager and, if the Security Trustee is permitted by law to appoint an administrative receiver, includes also an administrative receiver</p> <p>"Registered Intellectual Property" means</p> <p>(A) all Trade Marks,</p> <p>(B) all Community Trade Marks,</p> <p>(C) all Patents,</p> <p>(D) all Registered IP Applications,</p> <p>(E) any goodwill of the Company's business to which any Community Trade Mark, Trade Mark, Patent or Registered IP Application relates, and</p> <p>(F) any other right which may arise from, relate to, or be associated with any Trade Mark, Community Trade Mark, Patent or Registered IP Application or, in either case, its use in the Company's business</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>"Registered IP Application" means each Trade Mark Application, Community Trade Mark Application and Patent Application</p> <p>"Regulations" means the Financial Collateral Arrangements (No 2) Regulations 2003 (S I 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements, and "Regulation" means any of them</p> <p>"Reliance Rights" means, in respect of a Chargor, the rights of that Chargor as against the provider of a Report (pursuant to any letter of engagement, any letter of reliance or any other arrangement between the provider of the Report and the relevant Chargor) in respect of that Report</p> <p>"Secured Money" means all money and amounts (in any currency) that the Company is or may become liable at any time (presently, prospectively or contingently, whether alone or not and in any capacity) to pay to or for the account of a Secured Party (whether alone or not and in any capacity) under or in connection with a Finance Document. It includes money and amounts</p> <ul style="list-style-type: none"> (A) in the nature of principal, interest, fees, costs, charges, expenses, duties, indemnities, Guarantee obligations or damages, (B) whether arising or contemplated before or after the date of this Debenture or as a result of the assignment (with or without the Company's consent) of any debt, liability or Finance Document, and (C) which a person would be liable to pay but for an Insolvency Event in respect of that person <p>"Secured Party" means the Security Trustee and each Beneficiary</p> <p>"Security Accession Deed" means a deed executed by a member of the Group substantially in the form set out in Schedule 9 (<i>Form of Security Accession Deed</i>) of the Debenture, with those amendments which the Security Trustee may approve or reasonably require</p> <p>"Security Assets" means, in relation to the Company, all of its assets and rights which are the subject of any Security created or intended to be created by this Debenture</p> <p>"Security Interest" means any</p> <ul style="list-style-type: none"> (A) security for payment of money, performance of obligations or protection against default (including a mortgage, bill of sale, charge, lien, pledge, trust, power or title retention arrangement, right of set-off, assignment of income, garnishee order or monetary claim and flawed deposit arrangements), and (B) thing or preferential interest or arrangement of any kind giving a person priority or preference over claims of other persons or creditors with respect to any property or asset, <p>and includes any agreement to create any of them or allow them to exist</p> <p>"Senior Agent" means National Australia Bank Limited</p>

MG01 - continuation page
Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="341 376 1018 405">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="341 488 1460 577">"Security Trust and Intercreditor Deed" means the Security Trust and Intercreditor Deed – Project Horatio Security Trust made between, amongst others, National Australia Bank as Security Trustee and Healthcare Locums plc as Initial Borrower, dated on or around 17 December 2010</p> <p data-bbox="341 607 691 636">"Senior Beneficiaries" means</p> <ul style="list-style-type: none"> <li data-bbox="432 665 735 694">(A) the Senior Agent, <li data-bbox="432 723 791 752">(B) each Senior Financier, <li data-bbox="432 781 882 810">(C) each Hedge Counterparty, and <li data-bbox="432 840 887 869">(D) each Ancillary Facility Lender <p data-bbox="341 898 1476 987">"Senior Facility Agreement" means the agreement titled '<i>Syndicated Facility Agreement – Project Horatio</i>', between, amongst others, the Senior Agent and the Initial Borrowers dated on or about the date of the Security Trust and Intercreditor Deed</p> <p data-bbox="341 1016 655 1046">"Senior Financier" means</p> <ul style="list-style-type: none"> <li data-bbox="432 1075 911 1104">(A) the Initial Senior Financiers, and <li data-bbox="432 1133 1476 1193">(B) each Financier (as defined in the Senior Facility Agreement who becomes a "New Party" under an Accession Deed (on the Accession Deed taking effect) <p data-bbox="341 1223 1444 1312">"Shares" means all shares held by the Company in its Subsidiaries from time to time, including (without limitation) those shares listed in Schedule 2 of this Form MG01 (Schedule 3 (<i>Shares</i>) of the Debenture) and in Schedule 2 (<i>Shares</i>) to any Security Accession Deed</p> <p data-bbox="341 1341 1460 1402">"Subsidiary" has the meaning given to the term in section 1159 and Schedule 6 of the Companies Act 2006</p> <p data-bbox="341 1431 1476 1581">"Trade Mark" means, in respect of the Company each United Kingdom registered trade mark which it has a legal or beneficial interest in or in respect of which it is the registered proprietor including those set out against its name in Part 1A (<i>Trade Marks</i>) of Schedule 3 of this Form MG01 (Schedule 7 (<i>Intellectual Property</i>) of the Debenture) or in Schedule 6 (<i>Intellectual Property</i>) of any Security Accession Deed</p> <p data-bbox="341 1610 1476 1671">"Trade Mark Application" means, in respect of the Company, each application being made by it for the United Kingdom registration of a trade mark, including those set out against its name in Part</p>

SCHEDULE 1 (SCHEDULE 2 OF THE DEBENTURE)

LAND CHARGED BY WAY OF LEGAL MORTGAGE

Part 1 – Registered Land

Name of Chargor	Description and address	Title number
Healthcare Locums plc	Part ground floor, 10 Old Bailey, London	EGL569993
Healthcare Locums plc	Fourth floor, 10 Old Bailey, London	EGL5669994
Healthcare Locums plc	Second floor (North), Sterling House, Loughton	EX837730
Healthcare Locums plc	Unit 201, Second floor East, Sterling House, Loughton	EX837727
Healthcare Locums plc	Unit 201A, Second floor East, Sterling House, Loughton	EX837722

SCHEDULE 2 (SCHEDULE 3 OF THE DEBENTURE)**SHARES**

Name of Chargor	Subsidiary	Number and class of shares	Details of nominees (if any) holding legal title to shares
Healthcare Locums plc	Allied Health Professionals Limited	1 Ordinary share	N A
Blue Group International Holdings Limited	Blue Group International Limited	1 Ordinary share	N A
Healthcare Locums plc	BBL Medical Recruitment Limited	1 Ordinary share	N A
Healthcare Locums plc	Blue Group International Holdings Limited	4098 Ordinary A shares and	N A
Healthcare Locums plc	Blue Group International Holdings Limited	4456 Ordinary B shares	N A
Healthcare Locums plc	Docshop Limited	1 Ordinary share	N A
Healthcare Locums plc	HCL Dubai Limited	1 Ordinary share	N A
Healthcare Locums plc	HCL GPS Limited	2 Ordinary shares	N A
Healthcare Locums plc	HCL Healthcare Limited	56,981 Ordinary A shares	N A
Healthcare Locums plc	HCL Healthcare Limited	512,831 Ordinary shares	N A
Healthcare Locums plc	JCJ Group Limited	169299 Ordinary A shares	N A
Healthcare Locums plc	JCJ Group Limited	4620000 A Preference shares	N A
Healthcare Locums plc	JCJ Group Limited	149032 B Preference shares	N.A.
Healthcare Locums plc	JCJ Group Limited	233333 Ordinary B Shares	N A

Name of Chargor	Subsidiary	Number and class of shares	Details of nominees (if any) holding legal title to shares
Healthcare Locums plc	JCJ Group Limited	650000 Preferred Ordinary shares	N A
JCJ Group Limited	JCJ Holdings Limited	28174414 Ordinary shares	N A
JCJ Holdings Limited	JCJ Limited	5000 Ordinary shares	N A
Healthcare Locums plc	Medical Technical Limited	2 Ordinary shares	N A
Healthcare Locums plc	Nurselink Worldwide Limited	1 Ordinary share	N A
Healthcare Locums plc	Orion Locums Limited	100 Ordinary shares	N A
Healthcare Locums plc	Recruitment Specialist Group Limited	750 Ordinary shares	N A
Healthcare Locums plc	Thames Medics Limited	100 Ordinary shares	N A
Healthcare Locums plc	Thames Medics Limited	100 Deferred Ordinary shares	N A
Healthcare Locums plc	MJV Locums Limited	1 Ordinary share	N A

SCHEDULE 3 (SCHEDULE 7 OF THE DEBENTURE)**INTELLECTUAL PROPERTY****Part 1 - Trade Marks**

Proprietor	Trade Mark	Class(es)	Registration number	Date of registration	Date of expiry
Allied Health Professionals Limited			Unregistered		
BBL Medical Recruitment Limited	Device	35		26 November 2003	26 November 2013
Bluecare Recruitment Holdings Limited	BLUE CARE BLUECARE (series of 2)	35		15 February 2002	30 May 2021
Docshop Limited			Unregistered		
HCL			Unregistered		
Healthcare Locums plc			Unregistered		
JCJ Holdings Limited				24 March 2003	24 March 2013
Medical Technical Limited			Unregistered		
Nurselink Worldwide Limited			Unregistered		
Orion Locums Limited			Unregistered		
Recruitment Specialist Group Limited			Unregistered		
Thames Medics Limited			Unregistered		

PART 2 – Other Material Intellectual Property Rights

Proprietor	Domain Name	Date of Registration	Date of Expiry
Healthcare Locums Plc	ahp-ltd com	5 May 2006	5 May 2011
Healthcare Locums Plc	ahp-ltd co uk	5 May 2006	5 May 2012
Healthcare Locums Plc	bblmedical com	14 March 2001	14 March 2013
Healthcare Locums Plc	docshop biz	20 April 2006	19 April 2011
Healthcare Locums Plc	hclhealthcare com	19 October 2007	19 October 2011
Healthcare Locums Plc	hclhealthcare net	8 April 2009	8 April 2011
Healthcare Locums Plc	hclhealthcare org	8 April 2009	8 April 2011
Healthcare Locums Plc	hclhealthcare co uk	19 October 2007	19 October 2011
Healthcare Locums Plc	hclhealthcare info	8 April 2009	8 April 2011
Healthcare Locums Plc	hclplc com	7 September 2006	7 September 2011
Healthcare Locums Plc	jcjlocums com	13 March 2003	13 March 2012
Healthcare Locums Plc	jcjlocums net	13 March 2003	13 March 2013
Healthcare Locums Plc	jcjlocums org	13 March 2003	13 March 2013
Healthcare Locums Plc	medicaltechnical com	24 June 2003	24 June 2012
Medical Technical Limited	medicaltechnical co uk	24 June 2000	24 June 2012
Healthcare Locums Plc	orion-locums com	15 August 2001	15 August 2012



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3069773
CHARGE NO. 9**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 17
DECEMBER 2010 AND CREATED BY THAMES MEDICS LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO THE SECURITY TRUSTEE AND THE OTHER
SECURED PARTIES ON ANY ACCOUNT WHATSOEVER UNDER
THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 30 DECEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 JANUARY 2011

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