

COMPANIES FORM No. 395**Particulars of a mortgage or charge****395****A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.**

ACCOUNT RECEIVED

31 AUG 2001

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

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

4246800

Name of company

* Apollo Health Investments Limited (the "Chargor")

Date of creation of the charge

13th August 2001

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

Mortgage Debenture and Guarantee (the "Deed")

Amount secured by the mortgage or charge

See Rider 1

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

Lindley Limited (to be renamed European Health Limited)
Mitteldorf 1, F1-9490, Vaduz, Liechtenstein

Postcode

Presentor's name address and
reference (if any):CMS Cameron McKenna
Mitre House
160 Aldersgate Street
London
EC1A 4DD

100656.24/60078880

Time critical reference

For official Use
Mortgage Section

Post room

LD3
COMPANIES HOUSE0409
31/08/01**M**

CHFP025

Please do not
write in
this marginPlease complete
legibly, preferably
in black type, or
bold block lettering*insert full name
of Company

Short particulars of all the property mortgaged or charged

See Rider 2

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

A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

Signed CMS Cameron McHenna

Date 30th August 2001

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.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

RIDER 1

Particulars of a mortgage or charge

Apollo Health Investments Limited (Registered number 4246800)

Amount secured by the mortgage or charge

1. All indebtedness and monies and all obligations and liabilities whatsoever, in whatever currency denominated, whether actual or contingent, present or future, which may be then or thereafter due, owing or incurred by it to the Investor (as defined below), under or in connection with a loan note instrument dated 13th August 2001 issued by the Parent constituting £25,000,000 in nominal amount of Convertible Secured Loan Stock 2006 (the "Loan Note Instrument") and/or the Loan Notes (as defined below) or under the Deed and (whether on any current or other account and whether alone or jointly and whether as principal or surety).
2. All costs (including legal costs), charges, expenses and damages sustained or incurred by the Investor, in connection with the enforcement, defence or protection of the security constituted by the Deed or the appointment of any Receiver (as defined below), delegate or sub-delegate under the Deed or the pursuit of any rights therein contained or under or in connection with the Loan Note Instrument and/or the Loan Notes, the Deed or the Charged Property (as defined below) in each case on a full indemnity basis.
3. The Chargor covenants with and guarantees to the Investor that it will on demand pay to the Investor, perform and discharge such of the Obligations (as defined below) of each Obligor (as defined below) (except such Obligations as are incurred by such Obligor to the extent that it is Guarantor of the Obligor concerned) as shall not have been paid, performed or discharged at the time such demand is made and indemnify and keep indemnified the Investor on demand from and against all and any costs (including legal costs), charges, losses, expenses and damages incurred by the Investor as a result of any failure by such Obligor to carry out any of such Obligations or as a result of any of the Obligations being or becoming void, voidable, unenforceable or ineffective for any reason whatsoever.
4. The Chargor covenants with the Investor to pay interest on and in respect of any amounts due under the foregoing from day to day until full discharge (whether before or after judgment, liquidation, winding-up or administration of the Parent or any Charging Subsidiary) at such rate or rates as may from time to time be payable or deemed to be payable and compounded (whether before or after demand or judgment) in accordance with the Loan Note Instrument or in the absence of any agreement and, in the case of any sum payable under paragraph 2 above, at the rate of two per cent per annum over the cost to the Investor (as conclusively determined by the Investor) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Investor may select) for such consecutive periods as the Investor may in its absolute discretion from time to time select; PROVIDED THAT, in relation to such costs, charges, expenses, and damages and other sums as are mentioned paragraph 2 above interest shall accrue and be payable as from the date on which the same are incurred by the Investor, any Receiver, delegate or sub-delegate as therein mentioned or became due to such Receiver, delegate or

sub-delegate under the terms of his appointment without the necessity for any demand being made for payment thereof (the monies, liabilities and obligations referred to in paragraphs 1 to 4 (inclusive) being the "Obligations").

RIDER 2

Particulars of a mortgage or charge

Apollo Health Investments Limited (Registered number 4246800)

Particulars of all the property mortgaged or charged

The Chargor with full title guarantee charges:

- a. by way of legal mortgage all of the freehold and leasehold property then or at any time during the continuance of the security constituted by this Deed belonging to the Chargor including, but not limited to, the property short particulars of which are set out in Schedule 3 to the Deed (see below) and all buildings and fixtures (including trade fixtures, tenant's fixtures and fixed plant and machinery) then or thereafter from time to time therein or thereon but excluding land in Scotland (the "Legally Mortgaged Property") and/or the proceeds of sale thereof;
- b. by way of fixed equitable charge all estates or interests in any freehold and leasehold property (other than such property effectively mortgaged under Clause (a) above) then and at any time during the continuance of the security constituted by the Deed belonging to or charged to the Chargor and all licences then or thereafter held by the Chargor to enter upon or use land and the benefit of all other agreements relating to land to which the Chargor is or may become a party or otherwise entitled and all buildings fixtures (including trade and tenant's fixtures) and fixed plant and machinery owned by the Chargor and from time to time in or on any freehold or leasehold property an interest in which is charged or mortgaged under the Deed (the "Equitably Charged Property") and/or the proceeds of sale thereof;
- c. by way of fixed charge all book debts and other monetary debts and claims then and from time to time due or owing to the Chargor and benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) things in action which give rise or may give rise to a debt or debts including all the right, title and interest of the Chargor to and in any policies of insurance or assurance and the proceeds thereof (the "Book and other Debts");
- d. by way of fixed charge all Securities (as defined below) together with all bills of exchange, promissory notes, negotiable instruments, debentures, loan capital indebtedness or liabilities on any account or in any manner owing to the Chargor;
- e. by way of fixed charge the uncalled capital, goodwill, patents, trademarks, service marks, design rights (registered and unregistered) together with applications for any of the foregoing and the benefit of any priority dates attaching to such applications, copyrights (including rights in computer software), database rights, topography rights, confidential information, know-how and all other intellectual property rights of any description whatsoever owned by or licensed to the Chargor then or at any time during the continuance of the security constituted by the Deed (the "Goodwill and Intellectual Property");
- f. by way of fixed charge all the Chargor's rights of action in respect of the Goodwill and Intellectual Property and all proceeds thereof including but not limited to the

right to commence proceedings and/or receive and recover damages in respect of any infringement of the Goodwill and Intellectual Property whether such infringement occurred then or at any time during the continuance of the security;

- g. by way of fixed charge all amounts realised upon the enforcement or execution of any order of the court under Sections 212, 213, 214, 238, 239, 244 or 423 of the Insolvency Act 1986;
- h. by way of fixed charge all plant vehicles and machinery then or at any time thereafter belonging to the Chargor (excluding however plant and machinery for the time being forming part of its stock in trade);
- i. by way of fixed charge all chattels then or at any time thereafter owned or hired, leased or rented by the Chargor 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;
- j. by way of floating charge its undertaking and all its other property, assets and rights whatsoever and wheresoever present or future including, without limitation, all of the Chargor, the stock in trade of the Chargor and the property, assets and rights mortgaged or charged under paragraphs (a)-(i) (inclusive) above if and in so far as the mortgage or charges thereon therein contained shall for any reason be ineffective as fixed charges or security (all such property assets and rights hereinafter called the "Property charged by way of Floating Charge" and together with the Legally Mortgaged Property, the Equitably Charged Property, the Book and other Debts, the Securities and the Goodwill and Intellectual Property and all other property mortgaged or charged by the Deed collectively called the "Charged Property" which expression shall be taken to refer to the real and/or the personal or incorporeal property thereby mortgaged or charged as the context may require or admit).

There shall be excluded from the charges created under the Deed any assets held by the Chargor under any contract or agreement the terms of which either preclude absolutely the Chargor from creating any charge over such assets or require the consent of any third party prior to the creation of such charge and such consent shall not have been previously obtained (each an "Excluded Asset").

Notes

- 1. The Chargor covenants and agrees that the mortgage, charges and assignment(s) referred to in paragraph (a) to (j) above inclusive shall rank respectively as first legal mortgages and first fixed equitable charges and that the floating charge contained in paragraph (j) above shall rank as a first floating charge and further that it is a term of the Deed that the Chargor will not, without the prior consent in writing of the Investor:-
 - (a) create or attempt to create or permit to subsist any Security Interest (as defined below) or permit any other proprietary right or interest to arise

on or affect the Charged Property or any part thereof or any interest therein; or

- (b) part with possession of, transfer, sell, lease or otherwise dispose of the Charged Property or any part thereof or any interest therein or attempt or agree so to do whether by a single or a series of transactions save that this provision shall not apply to such of the Charged Property as is charged pursuant to paragraph (j) above only and such disposals are made in the ordinary course of trading as it was then conducted for full value and for the purpose of carrying on its business.
- 2. The Chargor covenants that it shall deal with the Book and other Debts (or any of them) in accordance with any directions from time to time given by the Investor and in default of and subject to any such directions deal with the same only in the ordinary course of getting in and realising the same and shall pay the same into the Chargor's trading current account with Lloyds TSB or the bank with whom the Chargor has its general trading current accounts for the time being (or such other account as the Investor may from time to time specify) and until so paid shall hold on trust for the Investor all monies which it may receive in respect thereof.
- 3. The Chargor covenants that it shall not, without the prior consent in writing of the Investor, sell, factor, discount or otherwise charge or assign, release, exchange, compound, set off, deal with or grant time or indulgence in respect of the Book and other Debts or any part thereof or interest therein in favour of any other person or purport to do so.

Definitions

"Charging Group": the Parent and the Charging Subsidiaries (as defined in Schedule 1 of the Deed and listed below) and reference to the Charging Group includes a reference to any one or more of the members of the Charging Group

"Investor": Lindley Limited (registered in Liechtenstein)

"Guarantor": any member of the Charging Group insofar only as it from time to time covenants to pay or discharge monies, obligations or liabilities due, owing or incurred by any Obligor to the Investor

"Loan Notes": the loan notes constituted by the Loan Note Instrument

"Obligor": any member of the Charging Group and any Subsidiary from time to time of the Parent as may from time to time owe monies, obligations or liabilities to the Investor arising pursuant to or in connection with the Loan Note Instrument and/or the Loan Notes and/or contained in any document given as security therefor by any such Obligor including this Deed

"Parent": Apollo Medical Partners Limited (registered number 4246742)

"Receiver": a receiver, receiver and manager or administrative receiver appointed pursuant to the provisions of the Deed

“Securities”: all stocks, shares and/or other securities legally and/or beneficially owned by the Chargor or any nominee from time to time including without limitation all dividends, benefits, property, rights, accretions, monies, advantages, credits, rebates, refunds (including rebates and refunds in respect of any tax, duties, imposts or charges) and other distributions paid or payable in respect thereof whether by way of bonus, capitalisation, preference, option, redemption or otherwise

“Security Interest”: any mortgage, charge (fixed or floating), pledge, lien, assignment or hypothecation or any other type of preferential right or arrangement (including set-off, title transfer, title retention and trust arrangements), the economic or commercial effect of which is, in the reasonable opinion of the Investor similar to conferring security but shall not include (i) any title transfer or retention arrangement entered into by the Chargor in relation to its purchases of goods, products or supplies in the ordinary course of business; and (ii) any lien arising by operation of law in the ordinary course of trading and securing obligations not more than three months overdue

“Subsidiary”: a subsidiary undertaking as that term is defined by Section 258 of the Companies Act 1985.

The following companies are listed in Schedule 1 of the Deed as Charging Subsidiaries:

PMP Plus Limited (Registered Number 04161553);
PMPi 2000 Limited (Registered Number 04002598); and
Apollo Health Investments Limited (Registered Number 4246800).

The following property is listed in Schedule 3 of the Deed: None

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04246800

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE DEBENTURE AND GUARANTEE DATED THE 13th AUGUST 2001 AND CREATED BY APOLLO HEALTH INVESTMENTS LIMITED FOR SECURING ALL INDEBTEDNESS AND MONIES AND ALL OBLIGATIONS AND LIABILITIES WHATSOEVER, IN WHATEVER CURRENCY DENOMINATED, WHETHER ACTUAL OR CONTINGENT, PRESENT OR FUTURE, WHICH MAY BE THEN OR THERE AFTER DUE, OWING OR INCURRED BY IT TO THE INVESTOR, UNDER OR IN CONNECTION WITH A LOAN NOTE INSTRUMENT DATED 13TH AUGUST 2001 ISSUED BY THE CHARGOR CONSTITUTING £25,000,000 IN NOMINAL AMOUNT OF CONVERTIBLE SECURED LOAN STOCK 2006 (THE "LOAN NOTE INSTRUMENT") AND/OR THE LOAN NOTES OR UNDER THE DEED AND (WHETHER ON ANY CURRENT OR OTHER ACCOUNT AND WHETHER ALONE OR JOINTLY AND WHETHER AS PRINCIPAL OR SURETY). THE CHARGOR COVENANTS WITH AND GUARANTEES TO THE INVESTOR THAT IT WILL ON DEMAND PAY TO THE INVESTOR, PERFORM AND DISCHARGE SUCH OF THE OBLIGATIONS OF EACH OBLIGOR (EXCEPT SUCH OBLIGATIONS AS ARE INCURRED BY SUCH OBLIGOR TO THE EXTENT THAT IT IS GUARANTOR OF THE OBLIGOR CONCERNED). (ALL TERMS AS DEFINED). WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 31st AUGUST 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4th SEPTEMBER 2001.

LC
Pam



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES