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COMPANIES FORM No. 395

586083/70

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.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[1][1][2]

5130042

Name of company

* Patientline US Limited (the **Chargor**)

Date of creation of the charge

29 November 2004

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

Debenture (the **Debenture**) made between (1) the **Chargor** and others and (2) The Royal Bank of Scotland plc as agent and trustee for the Finance Parties (the **Security Trustee**, which expression shall include all successor security trustees appointed from time to time).

Amount secured by the mortgage or charge

The actual, contingent, present and/or future obligations and liabilities of any Obligor to any of the Finance Parties under or pursuant to any of the Finance Documents (including the Debenture) (the **Secured Obligations**).

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

The Royal Bank of Scotland plc, 135 Bishopsgate, London

Postcode EC2M 3UR

Please return
via
CH London Counter

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

Denton Wilde Sapte
1 Fleet Place
London
EC4M 7WS

CAD/EXM/70202.00014

Time critical reference

For official Use
Mortgage Section

Post room



1.1 Mortgages, fixed charges and floating charge

The Chargor, with full title guarantee, as continuing security for the payment of the Secured Obligations has charged and granted a security interest in favour of the Security Trustee (as agent and trustee for the Finance Parties):

(a) by way of legal mortgage all estates or interests in the freehold, leasehold and other immovable property described in Schedule 1 hereto and the proceeds of sale thereof and all buildings and trade and other fixtures on any such property belonging to or charged to the Chargor (the **Legally Mortgaged Property**);

(b) by way of fixed charge all estates or interests in any freehold, leasehold and other immovable property at the date of the Debenture or at any time during the continuance of that security belonging to the Chargor (other than the Legally Mortgaged Property) and the proceeds of sale thereof and all buildings and trade and other fixtures from time to time on any such property belonging to or charged to the Chargor;

(c) by way of fixed charge all plant, machinery, vehicles, computers and office and other equipment owned by the Chargor both present and future;
continued on 6912012.01

Please do not
write in
this margin

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed Denton Nulde Sapte

Date 10 December 2004

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

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

† 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

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Short Particulars of all the property mortgaged or charged

- (d) by way of fixed charge all Book Debts, all Non Trading Debts and all benefits, rights and Security held by the Chargor in respect of, or to secure the payment of, the Book Debts and the Non Trading Debts;
- (e) by way of fixed charge all balances standing to the credit of any current, deposit or other account of the Chargor with the Security Trustee or any other Finance Party (including *inter alia* any account designated a Mandatory Prepayment Account) or with other bankers, financial institutions or similar third parties (the **Credit Balances**);
- (f) by way of fixed charge all stocks, shares, equity interests, debentures, bonds, notes and loan capital of:
 - (i) any Subsidiary;
 - (ii) any entity; and
 - (iii) any other body corporate;

and all rights to subscribe for, redeem, convert other securities into or otherwise acquire any of the same which may as at the date of the Debenture or thereafter belong to the Chargor, together with all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing;
- (g) by way of fixed charge the goodwill of the Chargor and its uncalled capital as at the date of the Debenture or at any time thereafter in existence;
- (h) by way of fixed charge all copyrights, patents, patent applications, licences, trademarks, tradenames, know-how and inventions or other rights of every kind deriving therefrom as at the date of the Debenture or at any time thereafter belonging to the Chargor (the **Intellectual Property**) and all fees, royalties and other rights of every kind deriving from such copyrights, patents, trade marks, tradenames, know-how and inventions; and
- (i) by way of floating charge the whole of the Chargor's undertaking and all its property, assets and rights, whatsoever and wheresoever, present and future, other than any property or assets from time to time or for the time being effectively mortgaged, assigned or charged to the Security Trustee by way of fixed charge as described in 1.1 (a) – (h), inclusive, above and in 1.2 below (hereinafter collectively referred to as the **Floating Charge Property**).

1.2 In addition, the Chargor, with full title guarantee, (and to the intent that the security so

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constituted shall be a continuing security in favour of the Security Trustee as agent and trustee for the Secured Parties) assigned with full title guarantee by way of security and granted a security interest in all of the Chargor's rights, title and interest (both present and future) in all and each of the:

- (a) the proceeds of any Insurance Policies and any returns of premium in respect of them;
- (b) without prejudice to Clause 1.3 of the Debenture, the Hedging Agreements, each Intercompany Loan Agreement and the Material Contracts (but only to the extent that any such contracts are assignable and, if assignable with consent, that such consent is obtained in accordance with Clause 1.3) (the **Assigned Contracts**); and
- (c) the Intercompany Loan Agreements and the Intercompany Balances.

1.3 The security constituted by or pursuant to the Debenture shall be in addition to and shall be independent of every bill, note, guarantee, mortgage, pledge or other security which the Security Trustee or any other Finance Party may at any time hold in respect of any of the Secured Obligations and no prior security held by the Security Trustee or any other Finance Party over the Charged Property or any part thereof shall merge in the security created by or under the Debenture.

1.4 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 of the Enterprise Act 2002) shall apply to any floating charge created pursuant to the Debenture.

2 Negative pledge

Except as otherwise permitted under on in accordance with the Credit Agreement (including without limitation, the creation of any Permitted Security), the Chargor shall not, without the prior written consent of the Security Trustee, agree or purport to:

- (a) create or permit to subsist any Security whether in any such case ranking in priority to or *pari passu* with or after the security created by the Debenture; or
- (b) sell, discount, factor, transfer, lease, lend or otherwise dispose of, whether by means of one or a number of transactions related or not and whether at one time or over a period of time, the whole or any part of its undertaking or assets.

3 Definitions

Accession Letter has the meaning given to it in the Credit Agreement.

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Additional Guarantor has the meaning given to it in the Credit Agreement.

Ancillary Document has the meaning given to it in the Credit Agreement.

Ancillary Lender means National Westminster Bank Plc and/or any other Lender which has been nominated by the Parent and agreed to become an Ancillary Lender with the consent of the Facility Agent.

Arranger means The Royal Bank of Scotland plc.

BT Contract has the meaning given to it in the Credit Agreement.

Book Debts means all the Chargor's book debts arising in the ordinary course of trading.

Charged Property means the property, assets and income of the Chargor mortgaged, assigned or charged to the Security Trustee (whether by way of legal mortgage, assignment, fixed or floating charge) by or pursuant to the Debenture and each and every part thereof.

Compliance Certificate has the meaning given to it in the Credit Agreement.

Credit Agreement means a credit agreement dated 29 November 2004, made between Patientline plc, certain subsidiaries of Patientline plc, certain lenders, The Royal Bank of Scotland plc as arranger, facility agent, security trustee, hedging counterparty and issuing bank and National Westminster Bank Plc as ancillary lender.

Credit Balance has the meaning given to that term in 1.1(e).

Dutch Contracts has the meaning given to it in the Credit Agreement.

Facility Agent means The Royal Bank of Scotland plc as agent of the other Finance Parties.

Fee Letter has the meaning given to it in the Credit Agreement.

Finance Party means the Facility Agent, the Arranger, the Security Trustee, a Lender, the Issuing Bank, a Hedging Counterparty or any Ancillary Lender.

Finance Documents means the Credit Agreement, any Accession Letter, the Mandate Letter, any Ancillary Document, any Compliance Certificate, any Fee Letter, any Hedging Agreement, each Intercompany Loan Agreement, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as a Finance Document by the Facility Agent.

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Floating Charge Property has the meaning given to that term in Clause 1.1(i).

Group means the Parent and each of its Subsidiaries for the time being and **Group Company** means any one of them.

Guarantor means an Original Guarantor or an Additional Guarantor.

Hedging Agreement means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by the Parent and a Hedging Counterparty for the purpose of hedging interest rate liabilities and/or any exchange rate fluctuations in relation to the Term Facilities in accordance with the Hedging Letter delivered to the Facility Agent under the Credit Agreement.

Hedging Counterparty means The Royal Bank of Scotland plc and/or any other Lender which has been approved by the Facility Agent as such.

Hedging Letter has the meaning given to it in the Credit Agreement

Installation has the meaning given to it in the Credit Agreement.

Insurance Policies means the policies of insurance brief details of which are set out in Schedule 2 hereto and any other policies of insurance (excluding any policies of life insurance or assurance) in which the Chargor may have an interest from time to time.

Issuing Bank means The Royal Bank of Scotland plc.

Intellectual Property has the meaning given to that term in 1.1(h).

Intercompany Balances means all credit balances owing by a member of the Group to the Chargor whether under an Intercompany Loan Agreement or arising under any other loan or credit agreement or otherwise.

Intercompany Loan Agreement means a intercompany loan agreement in the agreed form entered into between the Parent (as lender) and one or more Group Companies (as borrowers).

Legally Mortgaged Property has the meaning given to that term in 1.1(a).

Lender means:

- (a) any Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in

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accordance with the Credit Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Credit Agreement.

Mandate Letter has the meaning given to it in the Credit Agreement.

Mandatory Prepayment Account means an interest-bearing account:

- (a) held in the United Kingdom by the Parent with the Facility Agent or the Security Trustee;
- (b) identified in a letter between the Parent and the Facility Agent as a Mandatory Prepayment Account;
- (c) subject to Security in favour of the Security Trustee which Security is in form and substance satisfactory to the Facility Agent and the Security Trustee; and
- (d) from which no withdrawals may be made by any members of the Group except as contemplated by this Agreement,

(as the same may be redesignated, substituted or replaced with the agreement of the Facility Agent, the Security Trustee and the Parent from time to time).

Material Contracts mean the Patient Power Licence, the Dutch Contracts, the Patientline Authorisation, each contract entered into between a Group Company and a NHS Trust or (in the case of a Group Company incorporated in any jurisdiction other than England) a hospital, in each case in relation to an Installation, the Material Supply Contracts and the BT Contract.

Material Supply Contracts has the meaning given to it in the Credit Agreement.

NHS Trust has the meaning given to it in the Credit Agreement.

Non Trading Debts means all debts and moneys payable to or receivable by the Chargor except for the Book Debts and the Credit Balances.

Obligor means the Parent or a Guarantor.

Original Guarantor means Patientline plc, Patientline UK Limited, Hospital Entertainment Limited, Patientline BV, Patientline Exploitatie BV, Patientline US Limited and Patientline, LLC.

Original Lender means The Royal Bank of Scotland plc.

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Parent means Patientline plc, a company incorporated in England and Wales with registered number 3246214.

Party has the meaning given to it in the Credit Agreement.

Patient Power Licence has the meaning given to it in the Credit Agreement.

Patientline Authorisation has the meaning given to it in the Credit Agreement.

Security means a mortgage, charge, pledge, lien, assignment by way of security, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect.

Selection Notice has the meaning given to it in the Credit Agreement.

Subsidiary means a subsidiary within the meaning of Section 736 of the Companies Act 1985.

Term Facilities has the meaning given to it in the Credit Agreement.

Transaction Security Document has the meaning given to it in the Credit Agreement.

Utilisation Request has the meaning given to it in the Credit Agreement.

Schedule 1**Legally Mortgaged Property**

None

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Schedule 2

Insurances

<u>Policy No</u>	<u>Renewal Date</u>	<u>Insurer</u>	<u>Class of Insurance</u>
UCTSR1005069	31/10	St Paul Travelers	Property and Assets Goods in Transit Business Interruption Money Employers' Liability Public/Products Liability Professional Indemnity
0033535928	31/10	AIG (Europe) Ltd	Directors and Officers Liability
68UK603733	31/10	ACE Europe	Business Travel
BV\13970676	31/10	Allianz Cornhill	Motor Fleet

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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. 05130042

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 29th NOVEMBER 2004 AND CREATED BY PATIENTLINE US LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY OBLIGOR TO ANY OF THE FINANCE PARTIES UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 13th DECEMBER 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20th DECEMBER 2004.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

[Handwritten signature]