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COMPANIES FORM No. 395

Particulars of a mortgage or charge

192775/52

395

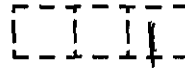
A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



05305856

Name of company

* Helenus Limited (the Chorgor)

Date of creation of the charge

8 March 2006

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

Security agreement dated 8 March 2006 between (among others) the Chorgor and the Facility Agent (as defined below) (the **Security Agreement**).

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each chargor under the Security Agreement (other than the Chorgor) (the **Other Chorgors**) to any Finance Party under each Finance Document to which each Other Chorgor is a party, except for any obligation which, if it were so included, would result in the Security Agreement contravening Section 151 of the Companies Act 1985 (the **Secured Liabilities**).

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

Barclays Bank PLC, 1 Churchill Place, London (the **Facility Agent**).

Postcode E14 5HP

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

Allen & Overy LLP
Level 32
40 Bank Street
London E14 5NR

JOSH/BK:4073189.1

Time critical reference

For official Use (02/00)
Mortgage Section

Post room



LD3
COMPANIES HOUSE

473
22/03/2006

Short particulars of all the property mortgaged or charged

See Continuation Sheets 1-3.

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

Allen & Overy LLP

Date 21 March 2006

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

A fee 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 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

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1. CREATION OF SECURITY

1.1 General

- (a) The security created under the Security Agreement:
- (i) is created in favour of the Facility Agent;
 - (ii) is created over the present and future Shares;
 - (iii) is security for the payment of all the Secured Liabilities; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) The Facility Agent holds the benefit of the Security Agreement on trust for the Finance Parties.

1.2 Investments

- (a) The Chargor has charged:
- (i) by way of a first legal mortgage all shares in Nestor Primecare Services Limited owned by it or held by any nominee on its behalf; and
 - (ii) (to the extent that they are not the subject of a mortgage under sub-paragraph (i) above) by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf. +95
- (b) A reference in this subclause to a mortgage or charge of any stock, share, debenture, bond or other security includes:
- (i) any dividend or interest paid or payable in relation to it; and
 - (ii) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise.

2. RESTRICTIONS ON DEALINGS

The Chargor must not:

- (a) create or permit to subsist any Security Interest on any Security Asset; or
- (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset,

except as expressly allowed under the Credit Agreement or the Ancillary Facility Documents.

In this Companies Form 395:

Accession Agreement means a letter, substantially in the form of Schedule 8 (Form of Accession Agreement) of the Credit Agreement, with such amendments as the Facility Agent and Nestor may agree.

Additional Guarantor means a member of the Group which becomes a Guarantor after the date of the Credit Agreement.

Administrative Party means an Arranger, the Bookrunner or the Facility Agent.

Ancillary Facility means:

- (a) an Uncommitted Bilateral Overdraft Facility; and
- (b) any other facility or financial accommodation required in connection with the business of the Group and established under Clause 6 (Ancillary Facilities) of the Credit Agreement. This may include any overdraft, foreign exchange or guarantee or banking facility.

Ancillary Facility Document means any document providing for or evidencing any Ancillary Facility.

Ancillary Facility Providers means Barclays Bank PLC and HSBC Bank plc.

Arranger means each of Barclays Capital and HSBC Bank Plc.

Bookrunner means Barclays Capital.

Credit Agreement means the £90,000,000 credit agreement dated 3 March 2006 between (among others) Nestor and the Facility Agent.

Fee Letter means any letter entered into by reference to the Credit Agreement between one or more Administrative Parties and Nestor setting out the amount of certain fees referred to in the Credit Agreement.

Finance Document means:

- (a) the Credit Agreement;
- (b) an Ancillary Facility Document;
- (c) a Security Document;
- (d) a Fee Letter;
- (e) the Mandate Letter;
- (f) a Transfer Certificate;
- (g) an Accession Agreement;
- (h) a Resignation Request; or
- (i) any other document designated as such by the Facility Agent and Nestor.

Finance Party means a Lender, an Administrative Party or an Ancillary Facility Provider.

Group means Nestor and its Subsidiaries.

Guarantor means an Original Guarantor or an Additional Guarantor.

Lender means:

- (a) an Original Lender; or
- (b) any person which becomes a Lender after the date of the Credit Agreement.

Mandate Letter means the mandate letter dated 28 October 2005 between Nestor, the Original Guarantors, the Bookrunner and the Arrangers as extended by the extension letter dated 20 December 2005.

Nestor means Nestor Healthcare Group Plc.

Obligor means Nestor, a Guarantor or the Chargor.

Original Guarantors means Nestor Equipment Leasing Limited and Nestor Primecare Services Limited.

Original Lenders means those financial institutions listed in Schedule 1 (Original Parties) of the Credit Agreement as original lenders.

Resignation Request means a letter in the form of Schedule 9 (Form of Resignation Request) of the Credit Agreement, with such amendments as the Facility Agent and Nestor may agree.

Security Assets means all assets of the Chargor the subject of any security created by the Security Agreement.

Security Document means:

- (a) the Security Agreement; and
- (b) any other document evidencing or creating security over any asset of an Obligor to secure any obligation of any Obligor to a Finance Party under the Finance Documents.

Security Interest means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect.

Shares means any shares in Nestor Primecare Services Limited in which the Chargor has any interest.

Signing Date means 3 March 2006.

Subsidiary means an entity of which a person has direct or indirect control or owns directly or indirectly more than 50 per cent. of the voting capital or similar right of ownership and **control** for this purpose means the power to direct the management and the policies of the entity whether through the ownership of voting capital, contract or otherwise.

Transfer Certificate means a certificate, substantially in the form of Schedule 5 (Form of Transfer Certificate) of the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require or any other form agreed between the Facility Agent and Nestor.

Uncommitted Bilateral Overdraft Facilities means the facilities made available on the terms of letters dated on or about the Signing Date, made between Nestor, the Ancillary Facility Providers and others and each identified on its face as an uncommitted bilateral overdraft facility.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05305856

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED THE 8th MARCH 2006 AND CREATED BY HELENUS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH CHARGOR (OTHER THAN THE COMPANY) TO ANY FINANCE PARTY ON ANY ACCOUNT WHATSOEVER 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 22nd MARCH 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24th MARCH 2006.

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Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES