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CHFP025

Please do not
write in
this margin

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

*insert full name
of Company

COMPANIES FORM No. 395

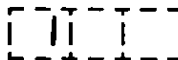
Particulars of a mortgage or charge

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

Pursuant to section 395 of the Companies Act 1985

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

For official use Company number



05466033

Name of company

* Assura Medical Limited (the "Further Chargor")

Date of creation of the charge

2 May 2007

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

A deed of admission(the "Deed") dated 2 May 2007 entered into by the
Further Chargor, the Existing Chargors and National Australia Bank Limited
as trustee for the Secured Finance Parties (both capitalised terms defined
herein)

Amount secured by the mortgage or charge

Please see attached Rider 1

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

National Australia Bank Limited (the " Security Trustee")
88 Wood Street
London

Postcode EC2V 7QQ

Presentor's name address and
reference (if any)

CMS Cameron McKenna LLP
Mitre House
160 Aldersgate Street
London
EC1A 4DD

NAHR 0N1000.00772

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

THURSDAY



LD5

"L7YUGPF4"

10/05/2007

198

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see attached 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)

NONE

Signed CHS Cameron McKenna LLP Date 10 May 2007

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.

RIDERS TO FORM M395

Company name: Assura Medical Limited

Company Number: 05466033

Amount secured by the mortgage or charge

Rider 1

- 1 1 The Further Chargor under the Deed covenanted to pay, discharge and perform the Secured Liabilities in accordance with the terms of the Finance Documents or, in the absence of any express repayment terms, on demand
- 1 2 The Further Chargor, under the Deed, irrevocably and unconditionally, as principal obligor
 - 1 2 1 guaranteed to the Secured Finance Parties the prompt payment, discharge and performance of the Secured Liabilities,
 - 1 2 2 undertook with the Secured Finance Parties that whenever any relevant person (other than any Secured Finance Party) fails to pay any amount or perform or discharge any obligation in respect of the Secured Liabilities when due, such Further Chargor would forthwith on demand by the Security Trustee pay that amount or perform or discharge such obligation as if such Further Chargor, instead of that person, were expressed to be the principal obligor, and
 - 1 2 3 agreed to indemnify the Secured Finance Parties on demand against any cost, loss or liability suffered by any of them if any obligation guaranteed by such Further Chargor is or becomes unenforceable, invalid or illegal
- 1 3 The Further Chargor under the Deed covenanted with the Security Trustee to pay interest on any amounts due as set out under paragraph 1 1 or paragraph 1 2 above from day to day until full discharge whether before or after judgment, liquidation, winding-up or administration of the Further Chargor at the Default Rate

RIDERS TO FORM M395

Company name: Assura Medical Limited

Company Number: 05466033

Short particulars of all property mortgaged or charged

Rider 2

- 1 The Further Chargor, as security for the payment, discharge and performance of all the Secured Liabilities, charged under the Deed to the Security Trustee
- 1 1 by way of a first fixed equitable charge the freehold, commonhold, title absolute and leasehold property specified in part 4 of the Schedule to the Deed (*Properties*) (if any)(and specified in Note C below),
- 1 2 by way of first fixed equitable charge all estates or interests in any other freehold, commonhold, title absolute or leasehold property both present and future,
- 1 3 by way of first fixed equitable charge
 - 1 3 1 any amounts owing to it by way of rent, licence fee, service charge, dilapidations, ground rent and rent charge in respect of the Mortgaged Property,
 - 1 3 2 all fixed and other plant and machinery, computers, vehicles and office equipment owned by it and its interest in any such items in its possession (but excluding any of those items to the extent that they are part of its stock in trade),
 - 1 3 3 the benefit of its rights and interests in and in connection with all Insurances including all claims, the proceeds of all claims and returns of premium,
 - 1 3 4 all licences both present and future held by it to enter upon or use land and/or to carry on the business carried on on that land and the benefit of all other agreements relating to land to which it is or may become a party or be otherwise entitled,
 - 1 3 5 where any such Mortgaged Property is leasehold, any present or future right or interest conferred upon it by virtue of any enfranchising legislation which confers upon a tenant(s) of property whether individually or collectively with other tenants of that or other properties the right to acquire a new lease of that property or to acquire or require the acquisition by a nominee of the freehold, title absolute or any intermediate reversionary interest in that property including the Leasehold Reform Act 1967 and the Leasehold Reform Housing and Urban Development Act 1993 but does not include Part II of the Landlord and Tenant Act 1954,
 - 1 3 6 all of its present and future book debts (and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same),
 - 1 3 7 all of its other debts or monetary claims, including all choses in action which may give rise to a debt (and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same),
 - 1 3 8 all money from time to time deposited with or standing to the credit of any bank account of such Further Chargor with any person (including the Agent), or in which such Further Chargor is interested, including any rent deposit given to secure

liabilities of or to such Further Chargor in relation to land, any retention or similar sum arising out of a construction contract or any other contract (and in each case, any cheque, bill, note, negotiable instrument or other document representing the same),

- 1 3 9 all Securities and Related Rights,
- 1 3 10 its present and future uncalled capital,
- 1 3 11 its present and future goodwill,
- 1 3 12 its Intellectual Property,
- 1 3 13 its Other IP Rights,
- 1 3 14 the benefit of all licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any other Security Asset (including for the avoidance of doubt, the Pharmaceutical Licences) and the right to recover and receive all compensation which may be payable to it in respect of them,
- 1 3 15 the benefit of
 - (a) any currency or interest swap or any other interest or currency protection, hedging or financial futures transaction or arrangement whether entered into with any Hedge Counterparty or any other person,
 - (b) all contracts, guarantees, appointments, warranties and other documents to which it is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation of any Mortgaged Property or Premises,
 - (c) all of the contracts for the supply of goods and/or services by or to it or of which it has the benefit, including any contracts of hire or lease of chattels, including, but not limited to
 - (A) the right to demand and receive all monies whatsoever payable to or for its benefit under or arising from them,
 - (B) all remedies provided for in them or available at law or in equity,
 - (C) its right to compel performance of them, and
 - (D) all other rights, interests and benefits whatsoever accruing to or for the benefit of the Further Chargor arising from them,
- 1 3 16 a reference in the Deed and this form M395 to a charge, assignment or mortgage of any asset includes
 - (a) the proceeds of sale of any part of that asset,
 - (b) the benefit of any covenants for title given or entered into by any predecessor in title of the Further Chargor in respect of that asset or any moneys paid or payable in respect of those covenants, and

- (c) in respect of the Mortgaged Property, all Premises and fixtures (including trade fixtures and fittings and tenants' fixtures and fittings) on the Mortgaged Property

- 2 The Further Chargor as security for the payment, discharge and performance of all of the Secured Liabilities, charged in favour of the Security Trustee by way of a first floating charge all its undertaking and all its other property, assets and rights whatsoever, all the stock in trade of such Further Chargor and the property, assets and rights not otherwise effectively mortgaged, charged or assigned by way of first legal or equitable mortgage, first fixed charge or first legal or equitable assignment as set out in paragraph 1 above)

Notes

The Deed contained the following provisions

A Restrictions

1 1 The Further Chargor shall not

- 1 1 1 create or permit to subsist any Security Interest on any Security Asset other than one expressly permitted under the Finance Documents or with the prior written consent of the Security Trustee, or
- 1 1 2 sell, transfer, grant, lease, factor, discount or otherwise dispose of any Security Asset or permit the same to occur, except for the disposal in the ordinary course of trade (as conducted by such Further Chargor at the date of the Deed) of any Security Asset which is subject only to the floating charge created by the Deed or where expressly permitted under the Finance Documents, or
- 1 1 3 enter into any sale or agency agreement, stock financing or other arrangement which has the same economic effect as creating a Security Interest over any Security Assets

B Definitions

1 1 All defined terms in this form M395 shall, if not otherwise defined have the following meaning

"Agent" means National Australia Bank Limited (ABN 12 004 044 937),

"Arranger" means National Australia Bank Limited (ABN 12 004 044 937),

"Amended and Restated Guernsey Share Charge" has the meaning given to it in the Facility Agreement,

"Borrower" means Assura Group Limited (formerly The Medical Property Investment Fund Limited) (a company incorporated with limited liability in Guernsey with registered no 41230 whose registered office is Suite 4, Albert House, South Esplanade, St Peter Port, Guernsey GY1 3TX),

"Chargors" means the Existing Chargors and the Further Chargor,

"Duty of Care Agreements" has the meaning given to it in the Facility Agreement,

"Default Rate" the default rate of interest specified in Clause 8 3 of the Facility Agreement,

"Existing Chargors" means Assura Group Limited (formerly The Medical Property Investment Fund Limited), Assura Property Limited (formerly MPIF Holdings Limited), Assura Pharmacy Holdings

Limited (formerly MPF Pharmacies Limited), Assura Pharmacy Limited (formerly Healthcare Pharmacies Limited), and BHE (Heartlands) Limited,

“Expenses” all expenses (on a full indemnity basis) including costs, legal costs, charges, expenses and damages sustained or properly incurred by the Security Trustee or any Receiver at any time in connection with the Security Assets or the Secured Liabilities or in taking or perfecting the Principal Deed and/ or the Deed or in protecting, preserving, defending or enforcing the security created by the Principal Deed and/or the Deed or in exercising any power under the Principal Deed and/or the Deed (including any payments made on any Chargor’s behalf under any terms of the Principal Deed and/or the Deed) or otherwise with interest from the date they are incurred and in the case of expenses incurred in taking the Principal Deed and/or the Deed shall be the agreed reasonable costs, legal costs, charges and expenses properly incurred by the Security Trustee,

“Facility Agreement” means a £100,000,000 revolving loan agreement dated 21st July 2005 as amended and restated between Assura Group Limited, National Australia Bank Limited, and Clydesdale Bank plc,

“Fee Letter” has the meaning given to it in the Facility Agreement,

“Finance Document” means the Facility Agreement, the Security Documents, any Duty of Care Agreement, any Fee Letter, the WCF Letters, the Supplemental Agreement, the Second Supplemental Agreement, any other document designated as such by the Agent and the Borrower and, other than for the purposes of Clause 12 of the Facility Agreement, Clause 13 of the Facility Agreement and Clause 33 of the Facility Agreement, any Hedging Agreement,

“Finance Party” means the Agent, the Arranger, a Lender or the Security Trustee,

“Guernsey Account Charge” has the meaning given to it in the Facility Agreement,

“Hedging Agreement” has the meaning given to it in the Facility Agreement,

“Hedge Counterparty” has the meaning given to it in the Facility Agreement,

“Insurances” all or any of the contracts and policies of insurance or assurance taken out by each Chargor or (to the extent of its interest) in which such Chargor has an interest,

“Intellectual Property”

- (a) all patents, trademarks, service marks, design rights and all other registered or registerable intellectual property rights existing at the date of the Deed or at any time during the continuance of the security,
- (b) any applications for registerable intellectual property rights and the benefit of any priority dates attaching to such applications and all benefits deriving from all these including royalties, fees, profit sharing agreements, income from licences,
- (c) all copyrights (including rights in software), source codes, brand names and other similar intellectual property rights,
- (d) all physical material owned by each Chargor in which the intellectual property might be incorporated,

“Lender” means

- (a) any Original Lender, and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 23 of the Facility Agreement,

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

“Mortgaged Property” any freehold, commonhold, title absolute or leasehold property the subject of the security created by the Principal Deed and/ or the Deed and references to any **“Mortgaged Property”** shall include references to the whole or any part or parts of it,

“Obligor” means the Borrower and any other person which enters into a Security Document in favour of the Security Trustee which at the Second Effective Date includes Assura Property Limited, Assura Pharmacy Holdings Limited (formerly MPF Pharmacies Limited), Assura Pharmacy Limited (formerly Healthcare Pharmacies Limited), BHE (Heartlands) Limited and Assura Medical Limited,

“Original Lender” means National Australia Bank Limited (ABN 12 004 044 937),

“Other I.P. Rights” all know-how, confidential information and trade secrets,

“Party” means a party to the Facility Agreement,

“Pharmaceutical Licences” inclusion in the pharmaceutical list(s) of a Primary Care Trust within the meaning of The National Health Service (Pharmaceutical Services) Regulations 2005 or any successor or replacement legislation from time to time regulating the entitlement to provide pharmaceutical services from premises in a Primary Care Trust’s locality by way of the provision of medicinal products and/or appliances to persons presenting prescriptions for such medicinal products or appliances by health care professionals in pursuance of their functions in the health service, the Scottish health service or the Northern Ireland health service,

“Premises” all buildings and erections on or forming part of the Mortgaged Property,

“Principal Deed” a composite guarantee and mortgage debenture dated 21st July 2005 and made between the Existing Chargors (1) and the Security Trustee (2) as supplemented by a supplemental deed dated 15th June 2006 and made between the Existing Chargors (1) and the Security Trustee (2),

“Receiver” a receiver, receiver and manager or administrative receiver appointed under the Principal Deed,

“Related Rights” in relation to the Securities all dividends, interest, benefits, property, rights, accretions, moneys, 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 of the Securities whether by way of bonus, capitalisation, conversion, preference, option, substitution, exchange, redemption or otherwise,

“Second Effective Date” means 2 May 2007,

“Second Supplemental Agreement” means the amendment and restatement agreement in relation to the Facility Agreement made between the parties to the Facility Agreement and dated on or about the Second Effective Date,

“Secured Finance Party” means each of the Finance Parties, the WCF Bank and a Hedge Counterparty,

“Secured Liabilities” all present and future indebtedness, monies, obligations and liabilities of the Borrower and each other Obligor to the Secured Finance Parties under the Deed, the Principal Deed and each of the other Finance Documents in whatever currency denominated whether actual or contingent, present or future and whether owed jointly or severally or as principal or as surety together with the Secured Finance Parties’ charges and commission, interest and Expenses,

“Securities” all stocks, shares, loan notes, bonds, certificates of deposit, depository receipts, loan capital indebtedness, debentures or other securities from time to time legally or beneficially owned by each Chargor and including all Related Rights and all property and rights of each Chargor in respect of any account held by or for such Chargor as participant or as beneficiary of a nominee or trustee participant with any clearance or settlement system or depository or custodian or sub-custodian or broker in the United Kingdom or elsewhere,

“Security” means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,

“Security Assets” means all of the undertaking assets properties revenues rights and benefits of the Further Chargor which are the subject of any Security created by the Deed and references to the Security Assets include references to each and any part of it,

“Security Document” means the Principal Deed (as supplemented by the Deed), the Guernsey Account Charge, the Amended and Restated Guernsey Share Charge and any other document evidencing or creating Security to secure any obligation of an Obligor to the Secured Finance Parties under the Finance Documents,

“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 Security Trustee, similar to conferring security,

“Security Trustee” means National Australia Bank Limited (ABN 12 004 044 937) of 88 Wood Street, London EC2V 7QQ,

“Supplemental Agreement” means the amendment and restatement agreement in relation to the Facility Agreement made between the parties hereto and dated 15th June 2006,

“WCF Bank” means Clydesdale Bank plc, and

“WCF Letters” has the meaning given to it in the Facility Agreement

1 2 Each expression **“Borrower”**, **“Chargor”**, **“Secured Finance Parties”** and **“Security Trustee”**, where the context admits, includes the relevant person’s respective successors, permitted transferees and permitted assigns whether immediate or derivative and any delegates or sub-delegates

C. Part 4 of the Schedule to the Deed does not specify any properties

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 05466033

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF ADMISSION DATED THE 2nd MAY 2007 AND CREATED BY ASSURA MEDICAL LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE SECURED 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 10th MAY 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18th MAY 2007

Pangela.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES