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* Insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

**A fee of £10 is payable to Companies House in respect of
each register entry for a mortgage or charge.**

011058 / 10

395

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

For official use Company number

Name of company



522970

* Crest Medical Limited (the 'Company')

Date of creation of the charge

4 JANUARY 2005

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

Deed of accession to a guarantee and debenture dated 14 November 2003

Amount secured by the mortgage or charge

All obligations for the payment or repayment by the Company to Barclays Bank plc of money in any currency, whether present or future, actual or contingent, joint or several, whether incurred as principal or surety or in any way whatever, whether or not the Company was a party to the original transaction or not.

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

Barclays Bank plc
54 Lombard Street, London

Postcode EC3P 3AH

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

Osborne Clarke/RK/0892179
Apex Plaza
Forbury Rd RG11AX
DX

For official use
Mortgage section

A49
COMPANIES HOUSE

0659
05/01/05

Time critical reference

Short particulars of all the property mortgaged or charged

See Part III of the Schedule attached.

Please note the covenants and restrictions in Part IV of the Schedule attached.

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lettering

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

Particulars as to commission allowance or discount (note 3)

Signed

Osborne Clarke

Date

4 JANUARY 2005

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 situated 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 CF4 3UZ.

Schedule to Form 395 for Debenture

Part I

List of the Companies

HEALTHCARE ENTERPRISE GROUP PLC (the "Agent")
MOORE HEALTH CARE LIMITED
CHAINCROFT LIMITED
SAFA-IPS HEALTHCARE LIMITED
SAFA LIMITED
SAFA GROUP LIMITED
FIRST AID UK LIMITED
CREST MEDICAL LIMITED
CRESCENT (2004) LIMITED

Part II

Definitions

In this form 395:

'Agent' means the company shown as Agent in Part I of this Schedule and includes any successor appointed under clause 18.1 of the Debenture;

'Assets' means all the Company's undertaking, property, assets, rights and revenues, whatever and wherever in the world, present and future, and includes each or any of them;

'Bank' means Barclays Bank PLC and any transferee or successor whether immediate or derivative;

'Companies' means the companies listed in part I of this Schedule and includes any company which accedes as a party to the Debenture under clause 19 of the Debenture (with effect from the time of its accession);

'Debenture' means the composite inter-company group guarantee and debenture dated 14 November 2003 entered into by the Companies (other than First Aid UK Limited, Crest Medical Limited and Crescent (2004) Limited) in favour of the Bank;

'Floating Charge Assets' means those of the Assets that are for the time being comprised in the floating charge created by clause 3.1.3 of the Debenture but only insofar as concerns that floating charge;

'Indebtedness' includes any obligation for the payment or repayment by the Companies to the Bank of money in any currency, whether present or future, actual or contingent, joint or several, whether incurred as principal or surety or in any way whatever, whether or not the Bank was a party to the original transaction, and including principal, interest, commission, fees and other charges;

'Intellectual Property' means all patents (including supplementary protection certificates), utility models, trade marks (including service marks), domain names and rights in passing off, copyrights and rights in the nature of copyright, database rights, unregistered rights in designs, registered design rights and all other intellectual property rights and all extensions and renewals of and all applications for these rights in any part of the world;

'Intellectual Property Rights' means all and any of the Company's Intellectual Property and of the other rights, causes of action, interests and assets comprised in clause 3.1.2(i) of the Debenture;

'Land' includes freehold and leasehold land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures);

'now' means on the date of the Debenture and **'present'** and **'future'** shall be construed accordingly;

'Receivables' means all sums of money receivable by the Company now or in the future consisting of or payable under or derived from any Assets referred to in clause 3.1.2 of the Debenture;

'Securities' means all stocks, shares, debentures, debenture stock, loan stock, bonds and securities issued by any company or person (other than the Company) and all other investments (whether or not marketable) now or in the future owned by the Company (whether at law or in equity), including all interests in investment funds and all rights and benefits arising and all money payable in respect of any of them, whether by way of conversion, redemption, bonus, option, dividend, interest or otherwise.

Part III

Particulars of Property Mortgaged or Charged

By clause 3.1 of the Debenture the Company charged to the Bank with full title guarantee with the payment or discharge of all Indebtedness:

1. by way of legal mortgage, all freehold and leasehold Land in England and Wales now vested in the Company and not registered at H.M. Land Registry;
2. by way of fixed charge:
 - (a) all freehold and leasehold Land in England and Wales now vested in the Company and registered at H.M. Land Registry;
 - (b) all other Land which is now, or in the future becomes, the Company's property;
 - (c) all interests and rights in or relating to Land or the proceeds of sale of Land now or in the future belonging to the Company;
 - (d) all plant and machinery now or in the future attached to any Land and all rights and interests the Company has under all present and future agreements relating to this plant and machinery;
 - (e) all rental and other income and all debts and claims which are due or owing to the Company now or in the future under or in connection with any lease, agreement or licence relating to Land;
 - (f) all the Company's Securities;
 - (g) all insurance and assurance contracts and policies now or in the future held by or otherwise benefiting the Company and all its rights and interests in these contracts and policies (including the benefit of all claims arising and all money payable under them);
 - (h) all the Company's goodwill and uncalled share capital for the time being;
 - (i) • all the Company's Intellectual Property, present and future, including any Intellectual Property to which the Company is not absolutely entitled or to which it are entitled together with others;

- the benefit of all agreements and licences now or in the future entered into or enjoyed by the Company relating to the use or exploitation of any Intellectual Property in any part of the world;
 - all trade secrets, confidential information and knowhow owned or enjoyed by the Company now or in the future in any part of the world;
- (j) all book and other debts now or in the future owing to the Company;
- (k) all present and future rights and claims the Company has against third parties, capable of being satisfied by the payment of money;
- (l) the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to the Company as security;

3. by way of floating charge:

- (a) all the Company's Assets which are not effectively charged by the fixed charges detailed above; and
- (b) without exception all the Company's Assets insofar as they are situated for the time being in Scotland;

but in each case so that the Company shall not without the Bank's prior written consent:

- create any mortgage or any fixed or floating charge or other security over any of the Floating Charge Assets (whether having priority over, or ranking *pari passu* with or subject to, this floating charge);
- take any other step referred to in clause 5.1 of the Debenture with respect to any of the Floating Charge Assets;
- sell, transfer, part with or dispose of any of the Floating Charge Assets except by way of sale in the ordinary course of business.

Part IV

Covenants and Restrictions

1. Under clause 3.2 of the Debenture, the Bank may at any time crystallise the floating charge created in clause 3.1.3 of the Debenture into a fixed charge, or subsequently reconvert it into a floating charge, by notice in writing given at any time by the Bank to the Company in relation to any or all Floating charge assets, as the Bank specifies in the notice.
2. Under clause 3.3 of the Debenture, subject to the rights of any prior mortgagee and unless otherwise agreed by the Bank, the Company must:
 1. deposit with the Bank for its retention all title deeds and documents relating to all Assets charged by way of fixed charge under clause 3.1 including insurance and assurance policies;
 2. execute and deliver to the Bank any documents and transfers it requires at any time to constitute or perfect an equitable or legal charge (at its option) over registered Securities or a pledge over bearer Securities, including any Securities within any paperless transfer and settlement system or held in a clearing system, and give any instructions and take any actions it may require to achieve this.
3. Under clause 3.4 of the Debenture, unless and until it becomes enforceable or the Bank directs otherwise:
 1. the Company may continue to exercise all voting and other rights attaching to Securities as long as you remain their registered owner;
 2. if Securities are registered in the Bank's nominee's name, all voting and other rights attached to them will be exercised by the nominee in accordance with the instructions the Company issues from time to time. In the absence of instructions, the nominee will refrain from exercising any of these rights.
4. Under clause 3.5 of the Debenture, any mortgage, fixed charge or other fixed security the Company creates in favour of the Bank will have priority over the floating charge created by clause 3.1.3 unless the Bank states otherwise on or after its creation.
5. Under clause 3.6 of the Debenture, any debentures, mortgages or charges (fixed or floating) which the Company creates in the future (except those in favour of the Bank) shall be expressed to be subject to the Debenture and shall rank in order of priority behind the charges created by the Debenture.
6. Under clause 4.1 of the Debenture, the Company must collect and realise all Receivables and immediately on receipt pay all money which it receives in respect of them into its bank account with the Bank, or into any other account as the Bank directs. Pending that payment, the Company will hold all money so received upon trust for the Bank. The Company may not, without the Bank's prior written consent, charge, factor, discount, assign, postpone, subordinate or waive its rights in respect of any Receivable in favour of any other person or purport to do so.
7. Under clause 4.2 of the Debenture, if the Bank releases, waives or postpones its rights in respect of any Receivables for the purpose of enabling the Company to factor, discount or otherwise sell them to us or to a third party, the charges created by this debenture will in all other respects remain in full force and effect. In particular, all amounts due to the Company from the Bank or the third party and any Receivables re-assigned or due to be re-assigned to the Company will be subject to the relevant fixed charge detailed in clause 3.1, subject only to any defences or rights of retention or set-off which the Bank or the third party may have against the Company.

8. Under clause 5 of the Debenture, the Company must not, except with the Bank's prior written consent:
 1. create or attempt to create any fixed or floating security of any kind or any trust over any of the Assets, or permit any lien (other than a lien arising by operation of law in the ordinary course of its business) to arise or subsist over any of the Assets;
 2. sell, assign, lease, license or sub-license, or grant any interest in, its Intellectual Property Rights, or purport to do so, or part with possession or ownership of them, or allow any third party access to them or the right to use any copy of them.
9. Under clause 10 of the Debenture:
 1. the Company may not, without the Bank's prior written consent, exercise any power of leasing, or accepting surrenders of leases, of any Land, or (unless obliged to do so by law) extend, renew or vary any lease or tenancy agreement or give any licence to assign or underlet;
 2. the Company must not part with possession (otherwise than on the determination of any lease, tenancy or licence granted to it) of any Land or share the occupation of it with any other person, or agree to do so, without the Bank's prior written consent.

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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. 00522970

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF ACCESSION TO A GUARANTEE AND DEBENTURE DATED 14 NOVEMBER 2003 DATED THE 4th JANUARY 2005 AND CREATED BY CREST MEDICAL LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BARCLAYS BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 5th JANUARY 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th JANUARY 2005.

p.a



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —