

116880/13.

M

COMPANIES FORM NO. 395

Particulars of a mortgage or charge

395

CHFP025

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

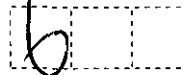
Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

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

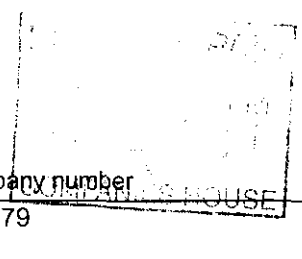
To the Registrar of Companies
(Address overleaf - Note 6)

For official use



Company number

983579



*Insert full name
of Company

Name of company

* Toshiba Medical Systems Limited (**Toshiba**)

Date of creation of the charge

1 June 2005

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

Security Assignment (**Assignment**) made between AssetCo Limited (**AssetCo**) and Toshiba

Amount secured by the mortgage or charge

All amounts and liabilities which at the date of the Assignment or in the future for any reason are payable, owing but not currently payable, contingently owing or remain unpaid, by Toshiba to AssetCo under or in connection with the Phase 2 Master Lease Agreement and any Schedules thereto entered into by AssetCo and Toshiba from time to time (**Secured Moneys**)

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

AssetCo Limited

Davidson House, Forbury Square

Reading, Berkshire

Postcode

RG1 3GA

Presentor's name and address and
reference (if any): MOORR/103284-532

Our Ref:

Addleshaw Goddard
100 Barbirolli Square
Manchester M2 3AB

Time critical reference

For official Use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

Toshiba assigned to AssetCo with full title guarantee:

Please do not
write in
this margin

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

- (a) all of its right, title, benefit and interest present and future, whether proprietary, contractual or otherwise under or arising out of or in respect of the MUF2 Agreement (including, but not limited to all claims for damages and other rights and remedies in respect of the MUF2 Agreement),
- (b) the moneys which are at the date of the Assignment or may at any time be or become due or owing to Toshiba under or arising out of the MUF2 Agreement and described as the "Service Payments" (together with any VAT thereon) in the MUF2 Agreement;
- (c) all sums described as the "Senior Lender's Interest" and the "Fair Market Value" in the MUF2 Agreement;

Cont/d.....

Nil

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

Signed

Abdleshaw Giddard

Date

14.06.05

On behalf of mortgagee/chargee

Notes

†delete as
appropriate

- 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.
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;
- 3 (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, DX: 33050 Cardiff

Page 2

Short particulars of all the property mortgaged or charged (continued)

Company Name: Toshiba Medical Systems Limited (**Toshiba**) Company No: 983579

- (d) the full benefit of any guarantees, indemnities, debentures, mortgages, charges and other securities of any nature at the date of Assignment or at any time held by Toshiba in respect of the Trust's obligations thereunder;
- (e) its interest in the Equipment; and
- (f) Toshiba's interest in the proceeds of any insurance claims made under any insurance effected by the Trust in respect of the Equipment which are received by Toshiba or held on trust for Toshiba;

but so that AssetCo shall not in any circumstances incur any liability in respect of any of the foregoing.

N.B.

1 Toshiba shall not without the previous written consent of AssetCo:

- (a) create or permit to subsist any other mortgage, charge, lien, pledge, hypothecation, or other security interest or encumbrance upon the Assigned Property (save for the rights of the Trust under the MUF2 Agreement);
- (b) dispose of, deal with or part with possession of any interest in the Assigned Property except for the purpose of performing its obligations under the MUF2 Agreement;
- (c) grant any time or indulgence or agree to any termination of or variation, amendment, or modification to the MUF2 Agreement (except for amendments or modifications in accordance with the terms thereof) or any of the Assigned Documents or release, in whole or in part, the Trust from any of its obligations under the MUF2 Agreement or purport to do any of the above.

2 Toshiba shall at any time if and when required by AssetCo execute further assignments, charges, notices, assurances, authorities and documents as AssetCo may from time to time require for perfecting its title to or for vesting or enabling it to vest the full benefit of the Assigned Property in AssetCo to secure the Secured Moneys or in any purchaser of all or any of the Assigned Property from AssetCo which has been approved by Toshiba.

In this form the following terms shall have the following meanings:

"Assigned Property" means any part of or all of the property, rights and interests assigned to AssetCo pursuant to the Assignment;

"Equipment" means the Contractor Equipment as defined in the MUF2 Agreement and any renewals or replacements thereof;

"MUF2 Agreement" means an agreement dated 19 January 2005 for a Managed Ultrasound Facility entered into between Toshiba and the Trust (together with all amendments, variations and supplements thereto made from time to time);

"Phase 2 Master Lease Agreement" means an agreement dated 22 February 2005 made between

AssetCo and Toshiba under which the Parties have agreed the terms upon which equipment will be leased by AssetCo to Toshiba from time to time to enable Toshiba to provide a managed ultrasound facility;

"Schedule" means a Schedule entered into between AssetCo and Toshiba, pursuant to, and incorporating the provisions of, the Phase 2 Master Lease Agreement;

"Trust" means Cardiff and Vale NHS Trust;

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00983579

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY ASSIGNMENT DATED THE 1st JUNE 2005 AND CREATED BY TOSHIBA MEDICAL SYSTEMS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ASSETCO LIMITED 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 15th JUNE 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st JUNE 2005.

P. Q.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES