



Registration of a Charge

Company name: **HEALTHCARE 21 (UK) LIMITED**

Company number: **05020682**



X7GLKPBT

Received for Electronic Filing: **15/10/2018**

Details of Charge

Date of creation: **03/10/2018**

Charge code: **0502 0682 0005**

Persons entitled: **ULSTER BANK IRELAND DESIGNATED ACTIVITY COMPANY**

Brief description: **THE COMPANY CHARGED BY WAY OF FIRST FIXED CHARGE ALL ITS REAL PROPERTY (ALTHOUGH NO FURTHER DETAILS ARE SPECIFIED IN THE CHARGE). THE COMPANY CHARGED BY WAY OF FIRST FIXED CHARGE ALL ITS INTELLECTUAL PROPERTY, AND ALL ITS SOFTWARE (EACH AS DEFINED IN THE CHARGE) (ALTHOUGH NO FURTHER DETAILS ARE SPECIFIED IN THE CHARGE).**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ANDREW GEORGE EVANS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5020682

Charge code: 0502 0682 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd October 2018 and created by HEALTHCARE 21 (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th October 2018 .

Given at Companies House, Cardiff on 17th October 2018

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 3rd OCTOBER 2018

THE ENTITIES LISTED IN SCHEDULE 2 (1)

and

ULSTER BANK IRELAND DESIGNATED ACTIVITY
COMPANY (2)

GROUP DEBENTURE

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THIS DEBENTURE IS DATED 3rd OCTOBER

2018

PARTIES

- (1) THE COMPANIES LISTED IN SCHEDULE 2 (each a "Chargor" and together the "Chargors"); and
- (2) **ULSTER BANK IRELAND DESIGNATED ACTIVITY COMPANY** having its registered office at Ulster Bank Group Centre, George's Quay, Dublin 2, acting as security trustee pursuant to a security trust and intercreditor deed dated on or about the date hereof between (i) Primacy 21 Healthcare Limited as borrower (ii) the parties listed at Schedule 1 thereto as guarantors (iii) Ulster Bank Ireland DAC as senior term loan lender and security trustee, (iv) Ulster Bank Limited as NI A&C Bank, (v) National Westminster Bank plc as UK A&C Bank and (vi) NatWest Markets plc as FX Provider (the "Trust Deed") ("**Ulster**").

INTRODUCTION

- A By a facilities agreement made on or about the date of this debenture between amongst others Primacy Healthcare 21 Limited as Original Borrower (the "**Parent**") (1), the Chargors as Guarantors (2), and Ulster (3) (the "**Facilities Agreement**"), Ulster has agreed to make available to the Parent certain financing facilities.
- B It is a condition of such financing facilities being made available that, *inter alia*, the Chargors grant this debenture in favour of Ulster.

THIS DEBENTURE WITNESSES THAT:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this debenture:

- (a) terms and expressions defined in, or construed for the purposes of, the Facilities Agreement shall have the same meanings when used in this debenture (unless expressly defined differently in this debenture); and
- (b) the following terms have the following meanings:

"Act" means the Insolvency Act 1986.

"Charged Investments" means the Charged Securities and all present and future Securities Rights accruing to all or any of the Charged Securities.

"Charged Securities" means, in relation to each Chargor:

- (i) the securities specified opposite its name in part 2 (*Charged Securities*) of Schedule 1 (*Security Assets*); and
- (ii) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial

Services and Markets Act 2000 as in force at the date of this debenture) now or in future owned (legally or beneficially) by that Chargor or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which that Chargor has an interest at any time.

"Default Interest Rate" means, the rate specified in clause 8.3 (*Default Interest*) of the Facilities Agreement.

"Exclusion" means a legal, valid and binding restriction in respect of any asset held by a Chargor which either precludes absolutely the creation of Security over that asset or requires the prior consent of any third party (other than any member of the Group) to the creation of Security over that asset, breach of which restriction would impair or destroy property or other rights of that Chargor in relation to or in connection with that asset.

"Fixed Charge Assets" means:

- (i) such of the Security Assets as for the time being shall be subject to the fixed charge created by clause 3.2 (*Fixed security*); and
- (ii) any other of the Security Assets in respect of which the floating charge created by clause 3.3 (*Floating charge*) shall have crystallised.

"Floating Charge Assets" means all the Security Assets, other than such of the Security Assets as shall for the time being be subject to a fixed charge under clause 3.2 (*Fixed security*).

"Insurance" means all policies of insurance (and all cover notes) which are at any time held by or written in favour of any Chargor, or in which any Chargor from time to time has an interest including, without limitation, the policies of insurance (if any) specified in part 4 (*Insurances*) of Schedule 1 (*Security Assets*).

"Intellectual Property" means all present and future Intellectual Property Rights.

"Intellectual Property Rights" means, in relation to a Chargor:

- (i) any patents, trademarks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests whether registered or unregistered; and
- (ii) the benefit of all applications and rights to use such assets of that Chargor,

including, without limitation, the intellectual property rights (if any) specified in part 3 of Schedule 1 (*Security Assets*).

"Inventory" means raw materials, work in progress and finished goods, being the stock-in-trade of any customer of a Chargor.

"Party" means a party to this debenture.

"Receivables" means, in relation to each Chargor, all amounts of indebtedness now or at any time hereafter owing or becoming due to that Chargor on any account whatsoever and their proceeds, together with the Related Rights pertaining to such amounts of indebtedness and their proceeds.

"Receiver" means any receiver or receiver and manager appointed by Ulster under this debenture.

"Regulations" means the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226) (as amended) or (where the context admits) equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements.

"Satisfied" means, in relation to an Exclusion, the legal, valid and binding satisfaction or removal of that Exclusion as a result of the granting of consent by, or the agreement of, all relevant third parties.

"Secured Obligations" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) due, owing or incurred by the Obligors (or any of them) to Ulster on any account whatsoever and howsoever arising.

"Securities Rights" means, in relation to any Charged Securities:

- (i) all dividends, distributions and other income paid or payable on the relevant Charged Securities or on any asset referred to in paragraph (ii) of this definition; and
- (ii) all rights, monies or property accruing or offered at any time in relation to such Charged Securities whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise.

"Security Assets" means, in relation to each Chargor, the undertaking and all property, rights and assets of that Chargor, whatsoever and wheresoever situated, both present and future, from time to time the subject of any Security created or, where the context admits, to be created by this debenture.

"Security Period" means the period beginning on the date of this debenture and ending on the date on which all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full.

"Senior Creditors" has the meaning ascribed to the same in the Trust Deed.

"Senior Discharge Date" means the date on which BNP Paribas as lender under the Senior Loan Agreement confirms in writing to Ulster that all amounts due to the finance parties under the Senior Loan Agreement have been discharged in full.

Senior Finance Documents means the Senior Loan Agreement and the Senior Lender Security Agreement.

Senior Loan Agreement means the loan agreement dated on or about the date of this debenture, between amongst others, the Parent and BNP Paribas as lender.

Senior Lender Security means the security created in favour of BNP Paribas, pursuant to the Senior Lender Security Agreement.

Senior Lender Security Agreement means:

- (i) the English governed debenture between BNP Paribas and Healthcare 21 (UK) Limited dated on or about the date of this Agreement; and
- (ii) the English governed debenture between BNP Paribas and Medscope Limited dated on or about the date of this Agreement;

"Software" means all and any computer programs and inventory management systems, including but not limited to all source code and user interfaces associated therewith as well as all data files or other records generated thereby, used by a Chargor to:

- (i) manage, monitor, maintain, collect-in and/or realise its accounts, including its Receivables; and
- (ii) track and manage the location, use and maintenance status of its Inventory.

"Third Parties Act" has the meaning given to that expression in clause 1.3(a) (*Third Party Rights*).

1.2 Interpretation

Unless a contrary indication appears, in this debenture:

- (a) a reference to "**Ulster**", the "**Chargor**" or an "**Obligor**" shall be construed so as to include a reference to its successors in title, permitted assigns and permitted transferees;
- (b) a reference to "**assets**" includes present and future properties, revenues and rights of every description;
- (c) a reference to "**this debenture**", the "**Facilities Agreement**", any other "**Finance Document**" or any other agreement or instrument shall be construed as a reference to this debenture, the Facilities Agreement, such other Finance Document or such other agreement or instrument respectively as varied, amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time (however fundamentally and even if any of the same increases the obligations and liabilities of any person or provides for the making of further advances);

- (d) a reference to a **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);
- (e) a reference to a **"regulation"** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
- (f) a reference to a provision of law is a reference to that provision as amended or re-enacted;
- (g) a reference to any **"Secured Obligations"** includes obligations and liabilities which would be treated as such but for the liquidation or dissolution of, or a similar event affecting, an Obligor;
- (h) the expression **"Schedule B1"** shall mean Schedule B1 to the Act, the expression **"Administrator"** shall have the meaning assigned to it in paragraph 1(1) of Schedule B1 to the Act and the expression **"Receiver"** shall have the meaning assigned to it in section 29(1)(a) of the Act (not being an administrative receiver as defined in section 29(2) of the Act);
- (i) where context allows the singular includes the plural and vice versa and any of the three genders includes either of the others;
- (j) references to clauses and Schedules are references to clauses of and Schedules to this debenture;
- (k) the headings of clauses are for convenience only and do not affect or limit the meaning or extent of any clause;
- (l) the meanings of general words introduced by the word "other" are not limited by reference to any preceding word indicating a particular class of acts, matters or things;
- (m) the expressions **"including"**, **"includes"** and **"in particular"** do not limit or restrict any general words preceding either of them;
- (n) where Ulster has a right or option to do anything then the right or option is at its absolute discretion;
- (o) a reference to a provision of law is a reference to that provision as amended or re-enacted; and
- (p) where the meaning of any expression in or in relation to any place outside England and Wales is used and there is no exact equivalent to that expression in that place then the expression is to have the meaning of its closest equivalent in that place.

1.3 Third party rights

- (a) A person who is not a Party to this debenture shall have no right under the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**") to enforce or enjoy the benefit of any term of this debenture.
- (b) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this debenture at any time.
- (c) A Receiver may enforce and enjoy the benefit of any clause which expressly confers rights on him, subject to paragraph (b) above and the provisions of the Third Parties Act.

1.4 Severance

If any provision (or part of a provision) of this debenture is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed to be deleted. A modification to or deletion of a provision (or part of a provision) under this clause 1.4 shall not affect the legality, validity and enforceability of the remaining provisions of this debenture.

1.5 Finance Document

This debenture is a Finance Document.

1.6 Intercreditor Deed to prevail

This debenture is subject to the terms and conditions of the Intercreditor Deed. In the event of any inconsistency between this debenture and the Intercreditor Deed, the Intercreditor Deed shall prevail.

1.7 Facilities Agreement to prevail

If there is any conflict between the provisions of this debenture and the Facilities Agreement, the provisions of the Facilities Agreement shall prevail.

1.8 Duration of covenants

All covenants of each Chargor under this debenture (other than a payment obligation which has been discharged) remain in force during the Security Period.

1.9 Incorporation of terms

The terms of the other Finance Documents, and of any side letters between any of the parties to them in relation to any Finance Document, are incorporated in this debenture to the extent required to ensure that any disposition of land contained in this debenture is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.10 Avoidance of payments

If Ulster reasonably considers that an amount paid by any member of the Group under a Finance Document is reasonably likely to be avoided or otherwise set aside on the liquidation or administration of such member of the Group, then that amount shall not be considered to have been irrevocably paid for the purposes of this debenture.

1.11 Debenture takes effect as a deed

The Parties intend that this document shall take effect as a deed notwithstanding the fact that a Party may only execute this document under hand.

2 COVENANT TO PAY

Each Chargor, as principal obligor and not merely as surety, hereby covenants to Ulster to pay and discharge on demand the Secured Obligations to Ulster, from time to time when such Secured Obligations fall due and payable.

3 GRANT OF SECURITY

3.1 Nature of security

All Security and dispositions created or made by or pursuant to this debenture are created or made:

- (a) in favour of Ulster;
- (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and
- (c) as a continuing security for payment and discharge of the Secured Obligations.

3.2 Fixed security

Each Chargor hereby charges and agrees to charge in favour of Ulster all its right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest:

- (a) by way of first fixed charge:
 - (i) all present and future freehold and leasehold land (other than any subject to an Exclusion unless and until the same is Satisfied) and buildings, of that Chargor, including but not limited to the land and buildings (if any) specified in part 1 (*Land*) of Schedule 1 (*Security Assets*);
 - (ii) all licences to enter upon or use land and the benefit of all other agreements relating to land, including but not limited to all covenants for title given or entered into by any predecessor in title of the Chargor in respect of any such land or any moneys paid or payable in respect of those covenants;

- (iii) all trade fixtures and fittings and all plant and machinery from time to time in or on any such land or buildings;
 - (iv) the proceeds of sale of all land and buildings; and
 - (v) all buildings, fixtures, fittings and fixed plant and machinery on that land;
- (b) by way of first fixed charge:
- (i) all computers, vehicles, office equipment, plant, machinery and other equipment; and
 - (ii) the benefit of all contracts, licences and warranties relating to the same (other than any subject to an Exclusion unless and until such Exclusion is Satisfied),

other than any which are for the time being part of that Chargor's Inventory;

- (c) by way of first fixed charge, all repair, maintenance and location records, logs, tags, data, manuals and all other documents and materials similar thereto of any nature at any time maintained, held, created or used by that Chargor in relation to its Inventory;
- (d) by way of first fixed charge, all Receivables;
- (e) by way of first fixed charge, each of the accounts maintained by it with any bank or financial institution at any time, and all monies at any time standing to the credit of such accounts;
- (f) by way of first fixed charge:
 - (i) the Charged Securities (if any) referred to in section 1 (*Charged Securities*) of Schedule 1; and
 - (ii) all other Charged Securities (not charged by clause 3.2(f)(i)),

in each case, together with (a) all Securities Rights from time to time accruing to those Charged Securities and (b) all rights which it may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments;

- (g) by way of first fixed charge, each of the following:
 - (i) the Insurances specified in section 5 (*Insurances*) of Schedule 1;
 - (ii) all other Insurances (not charged under paragraph (i) above); and
 - (iii) (other than in respect of third party liability or public liability Insurances) all claims under the Insurances and all proceeds of the Insurances;

- (h) by way of first fixed charge:
 - (i) all Software now or hereafter owned or acquired by it, including any replacement, substitution or renewal thereof, as well as all of its rights under any existing or future service or support contracts or agreements relating to the Software; and
 - (ii) all Intellectual Property (other than Software) now owned or at any time hereafter owned by it (other than any subject to an Exclusion unless and until the same is Satisfied);
- (i) by way of first fixed charge, all of its rights under any other document, agreement or instrument to which it is a party except to the extent that it is subject to any fixed charge created under any other term of this clause 3.2; and
- (j) by way of first fixed charge, all its goodwill and unpaid and/or uncalled capital.

3.3 Floating charge

- (a) Each Chargor hereby charges and agrees to charge in favour of Ulster all the Floating Charge Assets by way of floating charge.
- (b) The floating charge created by this clause 3.3 is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

3.4 Conversion of floating charge

- (a) Conversion by notice

Ulster may, by written notice to a Chargor:

- (i) as regards all or any of the assets of that Chargor that are specified in the notice, convert the floating charge created under this debenture into a fixed charge if an Event of Default has occurred and is continuing; or
- (ii) prior to the occurrence of an Event of Default, convert the floating charge created under this debenture into a fixed charge in respect of those Security Assets specified in such notice if, acting in good faith, Ulster considers such Security Assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

- (b) **Small companies**

The floating charge created under this debenture shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of a Chargor.

- (c) **Automatic conversion**

The floating charge created under this debenture shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge:

- (i) in relation to any Security Asset which is subject to a floating charge, if:
 - (A) a Chargor creates (or attempts or purports to create) any Security or Quasi-Security (other than Permitted Security) on or over the relevant Security Asset without the prior written consent of Ulster; or
 - (B) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset and it is not discharged within seven Business Days; and
- (ii) over all Security Assets which are subject to a floating charge, if an administrator is appointed in respect of a Chargor or Ulster receives notice of intention to appoint such an administrator.

(d) Partial conversion

The giving of a notice by Ulster pursuant to clause 3.4(a) (*Conversion by notice*) in relation to any class of assets shall not be construed as a waiver or abandonment of the rights of Ulster to serve similar notices in respect of any other class of assets, or of any other right of Ulster.

3.5 Continuing security

The Security constituted by this debenture is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. This debenture shall remain in full force and effect as a continuing security for the duration of the Security Period.

3.6 Additional and separate security

This debenture is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security that Ulster may at any time hold for any Secured Obligation.

4 EXCLUSION OF ASSETS FROM SECURITY

- 4.1 Each Chargor shall use its reasonable endeavours to procure that any Exclusions applying to any asset subject to any Security set out in clause 3.2 (Fixed Security) above are Satisfied as soon as practicable after the date of this debenture.
- 4.2 Immediately upon any Exclusion being Satisfied, the relevant assets shall become the subject of an effective charge pursuant to, and in accordance with, clause 3.2 (*Fixed Security*).

- 4.3 Following the Senior Discharge Date, each Chargor shall hold on trust for Ulster all its interest in and to all assets subject to any Exclusion until that Exclusion is Satisfied.

5 LIABILITY OF THE CHARGORS RELATING TO SECURITY ASSETS

Notwithstanding anything contained in this debenture or implied to the contrary, each Chargor remains liable to observe and perform all conditions and obligations assumed by it in relation to the Security Assets. Ulster is under no obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation.

6 ACCOUNTS

No monies at any time standing to the credit of any account (of any type and however designated) of a Chargor with Ulster (and no rights and benefits relating thereto) shall be capable of being assigned to any third party.

7 FLOATING CHARGE ASSETS

Each Chargor may sell or dispose of any item included in the Floating Charge Assets in the normal course of and for the purpose of carrying on its business as at the date of this debenture (but on terms not less favourable than those usual in a business of the nature of that carried on by the relevant Chargor) until the crystallisation of the floating charge hereby created in respect of such item or of all the Floating Charge Assets.

8 THE CHARGOR'S CONTINUING OBLIGATIONS

8.1 Restrictions on dealing

Until the full and final discharge of all the Secured Obligations, except with the prior written consent of Ulster, no Chargor shall:

- (a) create or permit to subsist any Security or Quasi-Security on any Security Assets, except for Permitted Security or as otherwise permitted by or under the Facilities Agreement; or
- (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not) the whole or any part of its interest in any Security Asset, except:
 - (i) for Permitted Disposals or as otherwise permitted by the Facilities Agreement; or
 - (ii) as otherwise permitted by clause 7 (*Floating charge assets*).

8.2 Dealings with and realisations of Receivables

- (a) Prior to the Senior Discharge Date, no Chargor shall deal with the Receivables other than in accordance with the terms of the Senior Finance Documents

Following the Senior Discharge Date and until the full and final discharge of all the Secured Obligations:

- (b) in addition to and without prejudice to the provisions of paragraph (a) above:
 - (i) Ulster shall at all times after an Event of Default, which is continuing, have the right to collect any of the Receivables and the relevant Chargor shall:
 - (A) assist Ulster in any way that it may require for that purpose; and
 - (B) if called upon to do so at any time by Ulster, shall at the expense of the relevant Chargor (including any applicable stamp duty):
 - (I) complete and execute a formal written assignment of any or all of the Receivables in such form as Ulster may prescribe and give written notice of such assignment to every person by whom any such Receivable shall be owing; and
 - (II) (whether or not such written assignment shall have been executed) give irrevocable instructions to such persons to make payment of all Receivables (then owing or to become owing by such persons thereafter) direct to Ulster; and
- (c) without prejudice to the rights of Ulster under paragraph (b) above, each Chargor shall, following the Senior Discharge Date:
 - (i) collect in the Receivables (except any Receivables assigned to Ulster under paragraph (b)) in the ordinary course of business (which expressions shall not include factoring or discounting or selling or otherwise disposing of the Receivables in any other way); and
 - (ii) promptly pay into a bank account any moneys which the relevant Chargor may receive in respect of the Receivables.

8.3 Security Assets generally

For the duration of the Security Period, each Chargor shall:

- (a) **Further assurance**

at any time if so required by Ulster (at the relevant Chargor's expense, including any applicable stamp duty) execute such documents and do such other things as may be requisite to perfect Ulster's title to any of the Security Assets or to enable Ulster to exercise any of its rights under this debenture.
- (b) **Maintenance of Security Assets**

keep all tangible items included in the Security Assets in a good state of repair and proper working order where failure to do so will have a Material Adverse Effect;

(c) Insurance

- (i) comply with the provisions of clause 21.28 (*Insurance*) of the Facilities Agreement as if the same were set out in this debenture (and in the event that a Chargor shall fail to pay any insurance premium or other sum payable in respect of Insurances) Ulster may pay such premium or sum and recover it from the relevant Chargor as part of the Secured Obligations; and
- (ii) Following the Senior Discharge Date, hold on trust for Ulster all the rights of that Chargor and any sums received under any such policy of insurance and to keep such sums received separate from its own monies and to apply them or, as the case may be, pay them to Ulster for application, in each case in prepayment of the Loan.

(d) Leasing, etc

not, except with the prior written consent of Ulster, not to be unreasonably withheld or delayed, or as otherwise permitted by the terms of the Facilities Agreement, confer on any person:

- (i) any lease or tenancy of any freehold or leasehold land or buildings owned by it or accept a surrender of any such lease or tenancy (whether independently or under any statutory power);
- (ii) any right or licence to occupy any freehold or leasehold land or buildings; or
- (iii) any licence to assign or sub-let any part of any freehold or leasehold land or buildings.

8.4 Charged Investments – protection of security

- (a) Each Chargor shall, immediately upon execution of this debenture or (if later) as soon as is reasonably practicable after its acquisition of any Charged Securities, by way of security for the Secured Obligations:
 - (i) deposit with Ulster (or as Ulster may direct) all certificates and other documents of title or evidence of ownership to the Charged Securities and their Securities Rights; and
 - (ii) execute and deliver to Ulster:
 - (A) instruments of transfer in respect of the Charged Securities (executed in blank and left undated); and/or
 - (B) such other documents as Ulster shall require to enable it (or its nominees) to be registered as the owner of or otherwise to

acquire a legal title to the Charged Securities and their Securities Rights (or to pass legal title to any purchaser).

- (b) In respect of any Charged Investment held by or on behalf of any nominee of any clearance or settlement system, each Chargor shall immediately upon execution of this debenture or (if later) as soon as reasonably practicable upon acquisition of an interest in such Charged Investment deliver to Ulster duly executed stock notes or other document in the name of Ulster (or as it may direct) issued by such nominee and representing or evidencing any benefit or entitlement to such Charged Investment.
- (c) Each Chargor shall:
 - (i) promptly give notice to any custodian of any agreement with it in respect of any Charged Investment in the form required by Ulster; and
 - (ii) use its reasonable endeavours to ensure that the custodian acknowledges that notice in the form required by Ulster.
- (d) If an Event of Default is continuing, each Chargor shall:
 - (i) instruct any clearance system to transfer any Charged Investment held by it or its nominee to an account of Ulster or its nominee with such clearance system; and
 - (ii) take whatever action Ulster may request for the dematerialisation or rematerialisation of any Charged Investment held in a clearance system.

Without prejudice to the rest of this clause 8.4, Ulster may, at the reasonable expense of the relevant Chargor, take whatever action, acting reasonably, is required for the dematerialisation or rematerialisation of the Charged Investments if an Event of Default is continuing.

- (e) Each Chargor shall promptly pay all calls or other payments which may become due in respect of its Charged Investments.
- (f) Each Chargor shall not nominate another person to enjoy or exercise all or any specified rights of it in relation to its Charged Investments, as contemplated by section 145 of the Companies Act 2006 or otherwise.
- (g) Each Chargor shall comply with all requests for information within its knowledge relating to the Charged Investments which are made under section 793 of the Companies Act 2006 or which could be made under section 793 if it were a public limited company or under any similar provision contained in its articles of association or other constitutional documents or otherwise relating to the Charged Investments and, if it fails to do so, Ulster may provide such information as it may have on behalf of each Chargor.

8.5 Rights of the parties in respect of Charged Investments

- (a) Unless an Event of Default is continuing, and subject to the terms of the Facilities Agreement, each Chargor shall be entitled to:
 - (i) receive and retain all dividends, distributions and other monies paid on or derived from its Charged Securities; and
 - (ii) exercise all voting and other rights and powers attaching to its Charged Securities, provided that it must not do so in a manner which:
 - (A) has the effect of changing the terms of such Charged Securities (or any class of them) or of any Securities Rights unless permitted by the Finance Documents; or
 - (B) is prejudicial to the interests of Ulster.
- (b) If an Event of Default is continuing, Ulster may complete the instrument(s) of transfer for all or any Charged Securities on behalf of a Chargor in favour of Ulster or such other person as it may select.
- (c) At any time when any Charged Securities are registered in the name of Ulster or its nominee, Ulster shall be under no duty to:
 - (i) ensure that any dividends, distributions or other monies payable in respect of such Charged Securities are duly and promptly paid or received by it or its nominee;
 - (ii) verify that the correct amounts are paid or received; or
 - (iii) take any action in connection with the taking up of any (or any offer of any) Securities Rights in respect of or in substitution for, any such Charged Securities.

8.6 Software and Intellectual Property – protection of security

Each Chargor shall:

- (a) ensure that all renewal and maintenance fees relating to any licence, registration or application for registration of any of the Software or the Intellectual Property which is requisite for the operation of its business which may now or in future exist will be paid when falling due; and
- (b) not do or permit to be done any act which would or might jeopardise or invalidate any licence or registration of any of the Software or Intellectual Property which is requisite for the operation of its business which may now or in future exist nor to do any act which might assist or give rise to an application to oppose, remove, revoke or invalidate any such licence or registration.

9 POWER OF ATTORNEY

Each Chargor, hereby irrevocably appoints Ulster and the directors and the company secretary for the time being of Ulster and any Receiver appointed under this

debenture jointly and each of them severally to be its attorney, to execute in its name such deeds and documents and to do such other things as may be requisite to perfect the title of Ulster to any of the Security Assets or to enable Ulster to exercise any of its rights under this debenture, and which the Chargor has failed to do in accordance with the Finance Documents, including its rights to enforce payment of and collect any of the Receivables and to realise any of the other Security Assets and for the purpose of receiving all monies payable under any Insurance and for compromising or compounding any claim under it, provided however that the power of attorney granted under this Clause 9 shall only be exercisable upon the occurrence of an Event of Default which is continuing.

10 ENFORCEMENT

10.1 When enforceable

The Security constituted by this debenture shall become immediately enforceable if an Event of Default occurs and is continuing.

10.2 Discretion

After this Security has become enforceable, Ulster may enforce all or any part of the Security constituted by this debenture in any manner it sees fit.

10.3 Statutory powers

For the purposes of all powers implied by statute:

- (a) the power of sale and other powers conferred by section 101 of the Law of Property Act 1925 (as amended or extended by this debenture) shall be immediately exercisable upon and at any time after the Security constituted by this debenture has become enforceable;
- (b) the Secured Obligations will be deemed to have become due and payable on the date of this debenture;
- (c) sections 93 and 103 of the Law of Property Act 1925 and the restriction in section 109(1) of that act shall not apply to this debenture;
- (d) the statutory powers of leasing conferred on Ulster are extended so as to authorise Ulster to lease, make agreements for leases, accept surrenders of leases and grant options as Ulster may think fit and without the need to comply with section 99 or 100 of the Law of Property Act 1925.

10.4 Powers of Ulster

- (a) At any time after the Security constituted by this debenture has become enforceable Ulster may exercise any of the following rights:
 - (i) to appoint any person to be a Receiver over any of the Fixed Charge Assets; and/or

- (ii) appoint or apply for the appointment of any person who is appropriately qualified as Administrator of a Chargor; and/or
- (iii) exercise all or any of the powers conferred on mortgagees by the Law of Property Act 1925 (as amended or extended by this debenture) and/or all or any of the powers which are conferred by this debenture on a Receiver, in each case without first appointing a Receiver or notwithstanding the appointment of any Receiver; and/or
- (iv) exercise (in the name of the relevant Chargor and without any further consent or authority of the relevant Chargor) any voting rights and any powers or rights which may be exercised by the person(s) in whose name any shares beneficially owned by the relevant Chargor are registered, or who is the holder of any such shares;
- (v) by notice to the relevant Chargor to crystallise the floating charge created by clause 3.3 (*Floating charge*) in respect of any or all of the Floating Charge Assets (and the relevant Chargor's right to deal with such assets in the ordinary course of business in accordance with the provisions of clause 7 (*Floating Charge Assets*) will cease as a result of such crystallisation);
- (vi) to the extent that this Deed constitutes a "security financial collateral arrangement" as defined in the Regulations, without notice to any Chargor, appropriate any Security Asset which constitutes "financial collateral" as defined in the Regulations in or towards satisfaction of the Secured Obligations and for this purpose the value of the financial collateral so appropriated shall be:
 - (A) in the case of cash, the amount standing to the credit of each relevant account together with any accrued but unposted interest at the time the right of appropriation is exercised;
 - (B) in the case of any Charged Securities the market price of such Charged Security at the time the right of appropriation is exercised determined by Ulster in a commercially reasonable manner (including by reference to a public index or independent valuation or other procedure selected by Ulster acting reasonably); and
 - (C) in the case of any other Security Asset, such amount as Ulster determines having taken into account advice obtained by it from an independent investment or accounting firm of national standing selected by it.

The Chargor agrees that the methods of valuation provided for in this clause 10.4 are commercially reasonable for the purposes of the Regulations.

- (b) Ulster is not entitled to appoint a Receiver in respect of any Security Assets which are subject to a charge which (as created) was a floating charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or

anything done with a view to obtaining such a moratorium) in respect of the relevant Chargor.

11 APPOINTMENT, POWERS AND AGENCY OF RECEIVERS AND INDEMNITY

- 11.1 The power of appointing a Receiver under this debenture may be exercised in writing under the hand of any director or the company secretary for the time being of Ulster or of any person authorised in writing by any of them. Ulster may in like manner remove any such Receiver so appointed and (in the case of the removal or the vacation of office or the death of any such Receiver) appoint another person or persons in the place of such Receiver.
- 11.2 Upon the appointment of an Administrator to a Chargor by any means, every Receiver appointed under this debenture shall vacate office in respect of any assets of the relevant Chargor.
- 11.3 Every Receiver so appointed shall have the power:
- (a) to take possession of, to enforce payment of and to collect or to realise any of the Security Assets in respect of which he shall have been appointed or any part thereof in such manner and upon such terms as he shall in his absolute discretion decide;
 - (b) to make any arrangement or compromise as he may consider requisite on behalf of a Chargor with any other person in respect of any of the Security Assets;
 - (c) without any of the restrictions imposed by the Law of Property Act 1925 to sell and assign any of the Security Assets on such terms and to such persons as he may consider expedient;
 - (d) to exercise all the powers provided for in the Law of Property Act 1925 as if the Receiver had been duly appointed under such Act;
 - (e) to appoint solicitors managers and agents for any of the above purposes on such terms and for such periods as the Receiver shall think fit;
 - (f) for any of the purposes hereby authorised to borrow from any bank or other person on the security of any of the Security Assets on such terms as the Receiver shall consider expedient including (if Ulster so consents) terms by which such security shall rank in priority to the Security constituted by this debenture;
 - (g) to carry out and enforce performance of any contract (or any part of it) giving rise to any Receivable;
 - (h) to give effective receipts for all monies and other assets which may come into the Receiver's hands in the exercise of any power hereby conferred upon him;

- (i) to do all such other acts or things which the Receiver may consider to be incidental or conducive to any other purposes authorised hereby and which he may lawfully do as agent for the relevant Chargor.
- 11.4 If two or more individuals shall hold office as Receiver of the same item included in the Security Assets by virtue of an appointment in accordance with clause 11.1 such individuals shall have the right to exercise all or any of their powers severally as well as jointly.
- 11.5 Every Receiver appointed in accordance with clause 11.1 shall at all times be the agent of the relevant Chargor, which shall alone be responsible for all acts defaults and omissions of such Receiver and for the payment of all his remuneration, costs and expenses. Ulster shall be under no liability to any such Receiver for his remuneration, costs, expenses or in any other way whatsoever.
- 11.6 Neither Ulster nor any Receiver appointed under this debenture shall be liable to account as mortgagee in possession in respect of all or any of the Security Assets nor shall any of them be liable for loss on realisation or for any neglect or default of any nature in connection with the Security Assets for which a mortgagee in possession may be liable as such.
- 11.7 Each Chargor hereby undertakes to indemnify and hold harmless any Receiver appointed under this debenture in respect of its assets against all actions, claims, expenses, costs and liabilities which may at any time and in any way may be incurred by him or by any person, for whose debt or default he may be answerable, in respect of anything done in the exercise or purported exercise of his powers in connection with this debenture save for negligence, wilful default or fraud.

12 PROTECTION OF THIRD PARTIES

No person (including a purchaser) dealing with Ulster or any Receiver or its or his agents will be concerned to enquire:

- (a) whether the Secured Obligations have become payable; or
- (b) whether any power which Ulster or the Receiver is purporting to exercise has become exercisable; or
- (c) whether any money remains due under any Finance Document; or
- (d) how any money paid to Ulster or to the Receiver is to be applied.

13 APPLICATION OF PROCEEDS

13.1 Application

All monies received by Ulster or any Receiver after the Security constituted by this debenture has become enforceable shall (subject to the rights and claims of any person having a security ranking in priority to the Security constituted by this debenture) be applied in the following order:

- (a) first, in satisfaction of, or provision for, all costs, charges and expenses incurred, and payments made by Ulster or any Receiver and of all remuneration due to the Receiver in connection with this debenture or the Security Assets;
- (b) secondly, in or towards satisfaction of the remaining Secured Obligations; and
- (c) thirdly, in payment of any surplus to the relevant Chargor or other person entitled to it.

13.2 Appropriation and suspense account

- (a) Subject to clause 13.1 (*Application*), Ulster shall apply all payments received in respect of the Secured Obligations in reduction of any part of the Secured Obligations in any order or manner which it may determine.
- (b) Any such appropriation shall override any appropriation by the relevant Chargor.
- (c) All monies received, recovered or realised by Ulster under or in connection with this debenture may at the discretion of Ulster be credited to a separate interest-bearing suspense account for so long as Ulster determines (with interest accruing thereon at such rate (if any) as Ulster may determine) without Ulster having any obligation to apply such monies and interest or any part of it in or towards the discharge of any of the Secured Obligations unless such monies would be sufficient to discharge all the Secured Obligations in full.

14 COSTS, EXPENSES AND INTEREST AND DETERMINATION OF THE CHARGOR'S LIABILITIES

- 14.1 All expenses, charges and costs of any nature whatsoever reasonably incurred by Ulster in connection with the preparation of this debenture and all expenses, charges and costs of any nature whatsoever incurred in the enforcement or in the exercise of any powers or right conferred on Ulster hereby shall be payable by the Chargors on a full indemnity basis and any amount so payable shall be included in the Secured Obligations.
- 14.2 If a Chargor shall, following demand for payment, fail to pay any monetary liability included in the Secured Obligations:
 - (a) it must within 5 Business Days of demand by Ulster pay interest at the Default Interest Rate on the amount unpaid and from time to time outstanding for the period beginning on its due date for payment and ending on the date Ulster actually receives payment, both before, on and after decree or judgment; and
 - (b) such interest at the Default Interest Rate (if unpaid) shall be compounded at successive calculation periods, each of a duration selected by Ulster (acting reasonably) intervals as Ulster may determine, but will remain immediately due and payable,

save only to the extent to which such monetary liability already carries interest at the Default Interest Rate under the relevant Finance Document or other document under which it arose.

- 14.3 A written certificate from a manager or auditor of Ulster of the amount of the monetary liabilities included in the Secured Obligations at any time shall be prima facie evidence (save for manifest error) in any proceedings against a Chargor.

15 ADDITIONAL RIGHTS OF ULSTER

- 15.1 The grant by Ulster to a Chargor or to any other person, including any person for whose liability the relevant Chargor is surety, of any time or indulgence or the making by Ulster with the relevant Chargor or any such person of any arrangement composition or agreement not to sue shall not discharge or in any way affect any of Ulster's rights under this debenture.
- 15.2 Ulster may abstain from perfecting or enforcing any securities, guarantees or other rights which it may now or at any time have from or against a Chargor or any other person and may substitute, release, alter or deal with the same in any way without affecting its rights under this debenture.
- 15.3 If Ulster receives or is deemed to have received notice of other Security or Quasi-Security (other than Permitted Security) which affects any of the Security Assets and is created subsequent to the date of this debenture Ulster may open a new account with a Chargor. If Ulster does not at the time of such notice or deemed notice open a new account, Ulster will nevertheless be treated as having opened a new account at that time. Any payments received by Ulster from a Chargor subsequent to the time of that notice or deemed notice will be credited or treated as having been credited to a new account. Consequently no such payment will operate to reduce any of the Secured Obligations secured until such time as Ulster is satisfied as to the priority of this debenture over such other Security.
- 15.4 Any discharge given by Ulster to a Chargor in respect of this debenture or of any of the Secured Obligations shall be deemed to be void and of no effect if any security taken from or payment made by a Chargor or any other person, which had been taken into account by Ulster in giving that discharge, is subsequently avoided or reduced by or in pursuance of any provision of law or of any determination of a court or tribunal of competent authority. The paper on which this debenture is written shall remain the property of Ulster notwithstanding any such discharge.

16 SET-OFF

In addition to any right of set-off to which Ulster may be entitled in law:

- 16.1 Ulster may set off any matured obligation of a Chargor under the Finance Documents (to the extent beneficially owned by Ulster) against any matured obligation owed by Ulster to that Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, Ulster may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off;
- 16.2 Ulster is not obliged to exercise its rights under clause 16.1 unless required by law.

17 NOTICES

For the purposes of this debenture, the provisions of clause 27 (*Notices*) of the Facilities Agreement will apply.

18 SECURITY TRUSTEE PROVISIONS

- 18.1 Ulster executes this Deed as security trustee in the exercise of the powers and authority conferred and vested in it under the Finance Documents for and on behalf of the Senior Creditors for whom it acts. It will exercise its powers and authority under this Deed in the manner provided for in the Finance Documents and, in so acting, Ulster shall have the protections, immunities, rights, powers, authorisations, indemnities and benefits conferred on it under and by the Finance Documents.
- 18.2 Ulster shall not owe any fiduciary duties to any party to this Deed or any of their directors, employees, agents, or affiliates.
- 18.3 Notwithstanding any other provision of this Deed, in acting under and in accordance with this Deed, Ulster is entitled to seek instructions from the Finance Parties in accordance with the provisions of the Finance Documents and at any time, and where it so acts or refrains from acting on the instructions of the Finance Parties entitled to give it instructions, Ulster shall not incur any liability to any person for so acting or refraining from acting.

19 COUNTERPARTS

This debenture may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this debenture.

20 GOVERNING LAW

This debenture and any non-contractual obligations arising out of or in connection with it are governed by English law.

21 ENFORCEMENT

- 21.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this debenture (including a dispute relating to the existence, validity or termination of this debenture or any non-contractual obligation arising out of or in connection with this debenture) (a "**Dispute**").
- 21.2 Each Chargor agrees that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Chargor shall argue to the contrary.
- 21.3 This clause 21 is for the benefit of Ulster only. As a result, Ulster shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, Ulster may take concurrent proceedings in any number of jurisdictions.

IN WITNESS OF WHICH this document has been duly executed as a deed by each of the Parties on the day and year first stated above.

**SCHEDULE 1
SECURITY ASSETS**

1 LAND

None as at the date of this debenture

2 CHARGED SECURITIES

None as at the date of this debenture

3 INTELLECTUAL PROPERTY

None as at the date of this debenture

4 INSURANCES

None as at the date of this debenture

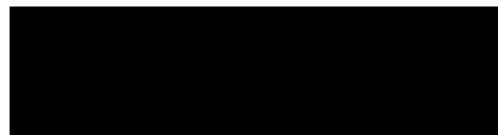
**SCHEDULE 2
CHARGORS**

CHARGOR	COMPANY NUMBER	REGISTERED ADDRESS
Healthcare 21 (UK) Limited	05020682	The Cuneiform, Maude Street, Leeds, England, LS2 7HB
Medscope Limited	05482582	The Cuneiform, Maude Street, Leeds, England, LS2 7HB

Execution page

CHARGORS

EXECUTED and delivered as a deed on)
by **HEALTHCARE 21 (UK) LIMITED**)
acting by a director, in the presence of:)



Director

Signature of Witness:



Name:

AOIFE MALONE

Occupation:

SOLICITOR

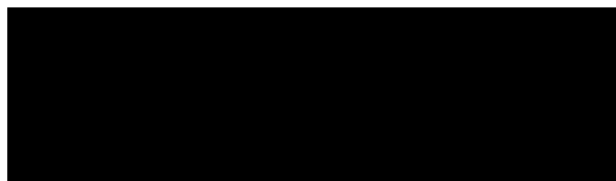
Address:

HAICOWT ST

DUBLIN 2

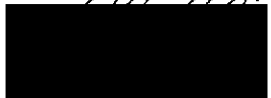
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EXECUTED and delivered as a deed on)
by **MEDSCOPE LIMITED** acting by a)
director, in the presence of:)



Director

Signature of Witness:



Name:

AOIFE MALONE

Occupation:

SOLICITOR

Address:

HAICOWT ST

DUBLIN 2

.....

ULSTER

SIGNED by

[REDACTED]

[REDACTED]

for and on behalf of

ULSTER BANK IRELAND DESIGNATED ACTIVITY COMPANY