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COMPANIES FORM No. 395

395

Particulars of 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

For official use Company number

[] [] [] [] [] [] [] [] [] []

2965530

Name of company

* ACTOMED LIMITED ("The Company")

*Insert full name
of company

Date of creation of the charge

16 MARCH 1995

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

Deed of Charge ("the Charge") between ACTOMED LIMITED (1) (the
"Company"), and Swiss Bank Corporation (2) ("the Bank")

Amount secured by the mortgage or charge

All moneys and all obligations and liabilities whether actual or contingent, present or future, due, owing or incurred to the Bank by the Company whether on any banking or other account or otherwise in any manner whatsoever (whether alone or jointly and in whatever style, name or form and whether as principal or surety) including (without limitation) all liabilities incurred by the Bank in connection with acceptances, discounting, guarantees, bonds, indemnities, documentary of other credits, foreign exchange contracts, commodity purchase contracts and any other instrument or commitment whatsoever from time to time entered into or assumed by the Bank for or at the request of the Company, together with interest, commission, fees and other banking charges accrued to the date of payment (whether before or after judgement) at such rates and upon such terms as may from time to time be agreed between the Company and the Bank and all legal and other costs, charges and expenses incurred by the Bank in relation to the enforcement of, or preservation of, any rights under this Charge or otherwise in connection with any of the moneys, obligations and liabilities hereby secured on a full and unqualified indemnity basis.

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

Swiss Bank Corporation a Company established under the Laws of
Switzerland and having its London office at 1 High Timber Street, London
("the Bank")

Postcode

EC4V 3SB

20 MAR 1995

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

Swiss Bank Corporation
30a Charles II Street
London
SW1Y 4AE

Mark Deeble-Rogers

Time critical reference

For official use

Mortgage section

REGISTERED

18 MAR 1995

Post room



A10 *A0Q409S5* 317

COMPANIES HOUSE 18/03/95

Short particulars of all the property mortgaged or charged

By way of first fixed charge to the Bank all its rights, title and interest in and to all sums in any currency from time to time deposited with the Bank or otherwise standing to the credit of any account of the Company with the Bank and includes all renewals of any such deposited sums (whether in the same or a different currency) and all interest accruing on such sums whether or not credited to the Company's account with the Bank (the "Deposits") and any certificates of deposit, receipts or other instruments or securities relating thereto and assigns all their right, title, benefit and interest whatsoever present and future to and in the Deposits and each account maintained by the Company with the Bank as a continuing security for the payment and discharge of all such moneys, obligations and liabilities and the said interest, commission, fee, banking charges, costs, charges and expenses being referred to together in this Charge as the "Secured Obligations".

Until all the Secured Obligations have been repaid or discharged in full to the satisfaction of the Bank the Company shall not (and shall not be entitled to) withdraw without the expressed consent of the Bank all or any part of the Deposits or any other amounts for the time being subject to this Charge and shall not mortgage, charge, assign, transfer, pledge or otherwise encumber, exchange or deal with, or grant or permit to arise any third party rights over or against the whole or any part of the Deposits or any other such amounts or purport or attempt so to do.

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

VERONIQUE COLOMBO

On behalf of [company] [mortgaged/charged]*

M. DEEBLE-ROGERS
ASSOCIATE DIRECTOR

Date

16 March 1995

*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.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02965530

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF CHARGE DATED THE 16th MARCH 1995 AND CREATED BY ACTOMED LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO SWISS BANK CORPORATION ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 18th MARCH 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st MARCH 1995.

N. S. Berkley

N. S. BERKLEY
for the Registrar of Companies



COMPANIES HOUSE

HC026B

POST
SC

N.B. Searchers may find it desirable to refer to the mortgage documents microfiche for more detailed particulars

02965530

REGISTER of Charges, Memoranda of ACTOMED LIMITED

(1) Date of Registration	(2) Serial No. of Docu- ment on file	(3) Date of Creation of each Charge and Description of it	(4) Date of the aquisition of the Property	(5) Amount secured by the Charge £	(6) Short Particulars of the Property Charged	(7) Names of the Persons entitled to the Charge
CHARGE: 1 18/03/1995		16/ 3/95 DEED OF CHARGE		ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE CHARGEES ON ANY ACCOUNT WHATSOEVER	ALL SUMS IN ANY CURRENCY DEPOSITED WITH THE BANK OR OTHERWISE STANDING TO THE CREDIT OF ANY ACCOUNT OF THE COMPANY WITH THE BANK INCLUDING ALL INTEREST ACCRUING THEREON SEE CHARGE PARTICULARS FORM FOR DETAILS	SWISS BANK CORPORATION

Satisfaction and Appointments etc. of Receivers