

M

COMPANIES FORM No. 395

624142/117

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



395

CHFP025

Please do not
write in
this margin

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

* insert full name
of Company

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

For official use

Company number

		2
--	--	---

03467622

Name of company

Communicaid Limited (the **Chargor**)

Date of creation of the charge

21 February 2007

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

A debenture between, amongst others, the Chargor and the Security Trustee (the **Debenture**).

Amount secured by the mortgage or charge

All the liabilities of the Obligors to the Finance Parties under or pursuant to the Finance Documents except for any indebtedness, liabilities and obligations relating to any Loan borrowed and used for an Acquisition Purpose, for a Refinancing Loan or to refinance Financial Indebtedness of the Target Group to The Royal Bank of Scotland plc except for any liabilities which, if secured by the Debenture, would result in a contravention by the Chargor of section 151 of the Companies Act 1985 (the **Secured Liabilities**).

Note: Capitalised terms not defined on this page are defined in the M395 Continuation Sheet attached.

Please return
via

CH London Counter

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

KBC Bank NV, 5th Floor, 111 Old Broad Street, London as trustee for the Finance Parties (the **Security Trustee**).

Postcode EC2N 1BR

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

Denton Wilde Sapte LLP
One Fleet Place
London EC4M 7WS
REF/PTR/TEMP.TEMP

Time critical reference

For official Use (02/00)
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

See the M395 Continuation Sheet attached.

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)

NIL

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

Signed Denton Wilde Sapte LLP Date 9 March 2007

On behalf of [company] [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.
- 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

Name of company

* insert full name
of companyCommunicaid Limited (the **Chargor**)

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

1 Creation of SecurityUnder Clause 3 (*Creation of Security*) of the Debenture, the Chargor created the following Security:**1.1 Land**

The Chargor charged:

- (a) by way of legal mortgage its interest in the Land referred to in Schedule 1 (*Land charge by way of legal mortgage*); and
- (b) by way of fixed charge any right, title or interest which it has now or may subsequently acquire to or in any other Land.

1.2 Shares

The Chargor mortgaged or (if or to the extent that the Debenture did not take effect as a mortgage) charged by way of fixed charge:

- (a) all Shares; and
- (b) all related Distribution Rights.

1.3 Investments

The Chargor mortgaged or (if and to the extent that the Debenture did not take effect as a mortgage) charged by way of fixed charge:

- (a) all Investments; and
- (b) all related Distribution Rights,

including those held for it by any nominee.

1.4 EquipmentThe Chargor charged by way of fixed charge all Equipment in so far as it was not charged by way of legal mortgage under Clause 3.1 (*Land*) of the Debenture.**1.5 Book Debts**

The Chargor charged by way of fixed charge:

- (a) all Book Debts; and
- (b) all benefits, rights and Security held in respect of, or to secure the payment of, the Book Debts.

1.6 Non Trading Debts

The Chargor charged by way of fixed charge:

- (a) all Non Trading Debts; and

Name of company

* insert full name
of companyCommunicaid Limited (the **Chargor**)

(b) all benefits, rights and Security held in respect of, or to secure the payment of, the Non Trading Debts.

1.7 Accounts held with Finance Parties

The Chargor charged by way of fixed charge all amounts standing to the credit of:

(a) Each Account held with the Security Trustee; and

(b) any other account in the Chargors name held with the Security Trustee or to which it was beneficially entitled.

1.8 Intellectual Property Rights

The Chargor charged by way of fixed charge all of its Intellectual Property Rights.

1.9 Goodwill

The Chargor charged by way of fixed charge its goodwill.

1.10 Uncalled capital

The Chargor charged by way of fixed charge its uncalled capital.

1.11 Authorisations

The Chargor charged by way of fixed charge the benefit of all Authorisations held by it in relation to any Security Asset.

1.12 Assigned Agreements

The Chargor assigned absolutely all its rights and interests under the Assigned Agreements to which it is party.

1.13 Accounts held with third parties

The Chargor assigned absolutely or (if and to the extent that the assignment was not effective) charged by way of fixed charge all amounts from time to time standing to the credit of each account (including any Account) held with a party, other than the Security Trustee, in its name or to which it was beneficially entitled.

1.14 Insurances

The Chargor assigned absolutely all its rights and interests in the Insurances.

1.15 Contractual rights

The Chargor charged by way of fixed charge all its rights under any agreement to which it is a party other than the Assigned Agreements which are effectively assigned by the Debenture.

1.16 Other assets

1.16.1 The Chargor charged by way of floating charge all its present and future business, undertaking and assets which were not effectively mortgaged, charged by way of fixed charge or assigned under the Debenture.

1.16.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by the Debenture.

Name of company

* insert full name
of companyCommunicaid Limited (the **Chargor**)**2 Negative Pledge**

The Chargor may not create or permit to subsist any Security over any Security Asset except for Permitted Security.

3 Definitions

In this Form 395:

Accession Letter means a document substantially in the form set out in Schedule 6 (*Form of Accession Letter*) to the Facility Agreement.

Account means a Current Account, a Holding Account or a Mandatory Prepayment Account.

Accounting Principles means generally accepted accounting principles in the United Kingdom.

Acquisition Purpose means any of the following purposes:

- (a) to put the Receiving Agent in funds to allow it to pay consideration under the Offer for acceptances then due (or due within 14 days);
- (b) to put the Receiving Agent in funds to allow it to pay consideration then due (or due within 14 days) to a shareholder of Target as consideration in respect of Target Shares acquired under Part XIII A of the Companies Act 1985;
- (c) to put the Receiving Agent in funds to allow it to pay consideration then due (or due within 14 days) to a holder of options over shares in Target as consideration for any proposal made to such holders at a look-through price at or below the Offer Price; and/or
- (d) after the Unconditional Date to pay costs and expenses of the Company due (or due within 14 days) and incurred in connection with the Offer including fees of its advisors and such other fees as are the responsibility of the Company in connection with the Offer.

Agent means KBC Bank N.V in its capacity as agent.

Arranger means KBC Bank N.V in its capacity as arranger.

Assigned Agreements means the Hedging Agreements, the Company Intra-Group Loan Agreements and the Key-Man Policies.

Authorisation means an authorisation, consent (including an Environmental Consent), permission, approval, resolution, licence, exemption, filing, notarisation or registration.

Book Debts means, in relation to the Chargor, all its book debts arising in the ordinary course of trading.

Borrower has the meaning given to it in the Facility Agreement.

Buyer Group means the Company and its Subsidiaries at the date of the Facility Agreement and **Buyer Group Company** means any of them.

Company means Fonebak plc, a company incorporated in England and Wales with registered number 5113820.

Company Intra-Group Loan Agreement means the loan agreement in the agreed form between the Company and certain other members of the Target Group pursuant to which those members of the Target Group have or will make

Name of company

* insert full name
of companyCommunicaid Limited (the **Chargor**)

available a facility to the Company up to a maximum aggregate principal amount equal to the aggregate principal amount of (plus interest on) the Facilities.

Current Account means each account of the Chargor set out in Schedule 5 (*Current Accounts*) of the Debenture.

Distribution Rights means all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise which at any time accrue to or are offered or arise in respect of any Investments or Shares, and includes all dividends, interest and other distributions paid or payable on or in respect of them.

Environmental Consent has the meaning given to it in the Facility Agreement.

Equipment means all fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related Authorisations, agreements and warranties.

Events of Default has the meaning given to it in the Facility Agreement.

Existing Financial Indebtedness means Financial Indebtedness of:

- (a) the Buyer Group to HBOS;
- (b) the Target Group to The Royal Bank of Scotland plc.

Facilities has the meaning given to it in the Facility Agreement.

Facility A has the meaning given to it in the Facility Agreement.

Facility Agreement means the facility agreement dated 14 December 2006 between, among others, Fonebak plc and the Security Trustee.

Facility A Loan means a loan made or to be made under Facility A or the principal amount outstanding for the time being of that loan.

Fee Letter means any letter or letters dated on or about the date of the Facility Agreement between the Chargor and all or any of the Arranger, the Agent and the Security Trustee setting out any of the fees referred to in Clause 15 (*Fees*) of the Facility Agreement.

Finance Document means the Facility Agreement, any Fee Letter, any Accession Letter, any Resignation Letter, any Transaction Security Document, the Hedging Agreement, the Mandate Letter, the Stage 4 Finance Documents and any other document designated as such by the Agent and Fonebak plc.

Finance Party means the Arranger, the Agent, the Security Trustee, the Lenders, the Issuing Bank and the Hedging Bank.

Financial Indebtedness means any indebtedness for or in respect of:

- (a) moneys borrowed;
- (b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent;
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with the Accounting Principles, be treated as a finance or capital lease;

Name of company

* insert full name
of companyCommunicaid Limited (the **Chargor**)

- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;
- (g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account);
- (h) the supply of any goods or services which is more than 60 days past the original due date for payment;
- (i) (without double-counting) any counter-indemnity obligation in respect of the guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution;
- (j) any shares which are expressed to be redeemable; and
- (k) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (j) (inclusive) above.

Group means the Company and its Subsidiaries for the time being (including, with effect from the Unconditional Date, the Target Group) and **Group Company** means any one of them.

Guarantor has the meaning given to it in the Facility Agreement.

Hedging Agreement means any master agreement, confirmation, schedule or other agreement in the agreed form entered into or to be entered into for the purpose of hedging interest rate liabilities and/or any exchange rate fluctuations in relation to the Facility A Loans in accordance with the Hedging Letter.

Hedging Bank means the financial institution providing hedging arrangements in respect of the Facilities.

Hedging Letter has the meaning given to that term in Part 1 of Schedule 2 (*Conditions Precedent*) of the Facility Agreement.

Holding Account means an account:

- (a) held by a Group Company with the Agent or Security Trustee;
- (b) identified in a letter between the Company and the Agent as a Holding Account; and
- (c) subject to Security in favour of the Security Trustee which Security is in form and substance satisfactory to the Security Trustee acting reasonably,

(as the same may be redesignated, substituted or replaced from time to time).

Insurance means, in relation to the Chargor, each contract or policy of insurance to which the Chargor is a party or in which it has an interest.

Intellectual Property Rights means:

- (a) any patents, petty patents, trade marks, service marks, trade names, domain names, rights in designs, software rights, semi conductor typography rights, utility models, database rights, copyrights, rights in the nature of copyright, and all other forms of intellectual or industrial property;
- (b) any rights in or to inventions, formulae, confidential or secret processes and information, know-how and similar

Name of company

* insert full name
of companyCommunicaid Limited (the **Chargor**)

rights, goodwill and any other rights and assets of a similar nature; and

- (c) any other right to use, or application to register or protect, any of the items listed in paragraphs (a) or (b) above, arising or subsisting in any jurisdiction and whether registered or not.

Investments means all or any stocks, shares (other than any Shares), bonds and securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments (as defined in the Regulations).

Issuing Bank means KBC Bank N.V. as issuing bank.

Key-man Policy means a key-man life assurance policy (in form and substance reasonably satisfactory to the Agent and with such insurer as the Agent may reasonably approve) taken out and maintained by the Company in respect of the death, disability or critical illness of certain individuals.

Land has the same meaning as it has in section 205(1) of the Law of Property Act 1925.

Lender means:

- (a) the Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a party to the Facility Agreement in accordance with Clause 28 (*Changes to the Lenders*) of the Facility Agreement,

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

Letter of Credit means:

- (a) a letter of credit, substantially in the form set out in Schedule 9 (*Form of Letter of Credit*) of the Facility Agreement; or
- (b) any guarantee, letter of credit, bonding documentary or standby letter of credit, indemnity or other instrument in a form requested by a Borrower (or the Company on its behalf) and agreed by the Agent and the Issuing Bank.

Loan has the meaning given to it in the Facility Agreement.

Mandate Letter means the letter dated 9 November 2006 between the Agent and Fonebak plc.

Mandatory Prepayment Account means an interest-bearing account:

- (a) held in the United Kingdom by a Borrower with the Agent or Security Trustee;
- (b) identified in a letter between the Company and the Agent as a Mandatory Prepayment Account;
- (c) subject to Security in favour of the Security Trustee which Security is in form and substance satisfactory to the Agent and Security Trustee, acting reasonably; and
- (d) from which no withdrawals may be made by any members of the Group except as contemplated by the Facility Agreement,

(as the same may be redesignated, substituted or replaced from time to time).

Non Trading Debts means all debts and moneys due or payable to the Chargor except for Book Debts and those referred to in Clause 3.7 (*Accounts held with Finance Parties*) and Clause 3.13 (*Accounts held with third parties*) of the Debenture.

Name of company

* insert full name
of company

Communicaid Limited (the **Chargor**)

Obligor means a Borrower or a Guarantor.

Offer means the offer for Target Shares not beneficially owned by the Company to be made by or on behalf of the Company in all material respects on the terms and conditions referred to in the Offer Document.

Offer Document means the document, in the agreed form, pursuant to which the Offer shall be made.

Original Lender means KBC Bank NV in its capacity as original lender.

Permitted Security has the meaning given to it in the Facility Agreement.

Receiving Agent means Computershare Investor Services plc in its capacity as receiving agent for acceptances under the terms of the Offer.

Refinancing Loan means any Loan used to refinance Existing Financial Indebtedness.

Regulations means the Financial Collateral Arrangements (No 2) Regulations 2003 (S.I. 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements, and **Regulation** means any of them.

Security means a mortgage, charge, pledge, lien, assignment by way of security, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect.

Security Assets means all of the assets of the Chargor which are the subject of any Security created or to be created by the Debenture.

Shares means all shares held by the Chargor in its Subsidiaries.

Stage 4 Finance Documents means each of the documents set out in paragraph 2 (*Stage 4 Finance Documents*) of Part 4 of Schedule 2 (*Stage 4 Conditions precedent*) of the Facility Agreement.

Subsidiary means a subsidiary undertaking within the meaning of section 258 of the Act.

Target means CRC Group Plc, a company incorporated under the law of England and Wales with registered number 2966414.

Target Group means Target and its Subsidiaries for the time being and **Target Group Company** means any of them.

Target Shares means all of the issued share capital in Target.

Transaction Security Document means any document entered into by any Obligor creating or expressed to create, evidencing or granting any Security in favour of the Finance Parties (or any of them) over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents, each in form and substance satisfactory to the Agent.

Unconditional Date means the date on which the Offer has become, or is declared to be, wholly unconditional in all respects.

Company number

03467622

Name of company

* insert full name
of company

Communicaid Limited (the **Chargor**)

Schedule 1 – Land charged by way of legal mortgage

Part 1 - Registered Land

Description and address

Title number

None at date of Debenture

Part 2 - Unregistered Land

None at date of Debenture

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03467622

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 21st FEBRUARY 2007 AND CREATED BY COMMUNICAID LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE OBLIGORS TO THE 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 9th MARCH 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th MARCH 2007.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

LC B ST