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CHFP025

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bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £10 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

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

For official use

Company number



3767093

Name of company

* MATCH GROUP PLC ("the Chargor")

Date of creation of the charge

23rd June 1999

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

CHARGE OVER PERMITTED LIABILITY SECURITY ACCOUNT ("the Charge")

Amount secured by the mortgage or charge

That part of the Primary Healthcare Permitted Liability in respect of
which the Group has an actual or contingent liability in respect of
leasehold liabilities of the Primary Healthcare Group ("the Permitted
Liabilities").

continued on continuation sheet 1, page 2

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

THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND, 5th Floor, Broad
Street House, 55 Old Broad Street, London ("the Security Trustee").

Postcode EC2P 2HL

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

Dibb Lupton Alsop
125 London Wall
London EC2Y 5AE

TM/ams/Banking

Swana Match Lib.lfd

Time critical reference

For official Use
Mortgage Section

Post room



1. CHARGE

1.1 The Chargor charged with full title guarantee in favour of the Security Trustee by way of first fixed charge and as a continuing security all its right, title and interest in the Permitted Liability Security Account and the Charged Balance with the repayment and satisfaction as and when due and payable of all of the Permitted Liabilities;

1.2 The Chargor represented and warranted that it was and shall be the sole and beneficial owner of the Permitted Liability Security Account and the Charged Balance, and (but for the Charge or any encumbrance created under any other of the Security Documents) they are free from any encumbrance. The Chargor has undertaken that without the Security Trustee's consent it will not assign, transfer, create, attempt to create, or permit to subsist any other encumbrance on or over any part of the Permitted Liability Security Account or the Charged Balance;

continued on continuation sheet 1, page 4

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Particulars as to commission allowance or discount (note 3)

N/A

Signed

Drbb Lupton Vlop

Date

8/7/99

On behalf of [~~company~~] [mortgagee/chargee] †

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

† 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.
- 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

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 1
to Form No 395 and 410 (Scot)

CHFP025

Please complete
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Company Number

3767093

Name of Company

MATCH GROUP PLC ("the Chargor")

~~limited~~*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

NOTE.

In this form:-

"Agent" means The Governor and Company of the Bank of Scotland as agent for the Senior Lenders (as more particularly defined in the Facilities Agreement);

"Charged Balance" means all monies from time to time standing to the credit of the Permitted Liability Security Account together with all interest accruing thereon;

"Facilities Agreement" means the facilities agreement dated 23rd June 1999 and made between (1) Match Group Plc, (2) Match Holdings Limited and (3)-(8) the Governor and Company of the Bank of Scotland (in its various capacities as Agent, Arranger, Guaranteeing Bank, Bank, Security Trustee and the Working Capital Bank);

"Group" means at any time Match Holdings Limited and its Subsidiaries (as more particularly defined in the Facilities Agreement) (other than Subsidiaries which are members of the Primary Healthcare Group (as more particularly defined in the Facilities Agreement)) for the time being and "Group Company" means any of them;

"Permitted Liability Security Account" means the interest bearing sterling deposit account, account number 00520269, sort code 12-01-03 held with the Security Trustee designated "Match Group Plc Permitted Liability Account" and includes any sub-account, any redesignation of that account and any account substituted as the Permitted Liability Security Account by written agreement between the parties;

"Primary Healthcare Group" means Primary Healthcare Limited (CRN 2866882) and its Subsidiaries (as more particularly defined in the Facilities Agreement) and "Primary Healthcare Company" means any of them;

"Primary Healthcare Permitted Liability" means the aggregate of the actual contingent liabilities of the Primary Healthcare Group to its creditors (other than the Group) from time to time;

"Security Beneficiaries" means the Agent, the Banks, the Guaranteeing Bank, the Working Capital Bank, the Hedging Counterparty (provided that the Hedging Counterparty is Bank of Scotland Treasury Services plc) (all as more particularly defined in the Facilities Agreement) and any other party which is a Security Beneficiary as defined in and under the Security Trust Deed (as more particularly defined in the Facilities Agreement);

"Security Documents" means the First Debenture, the Second Debenture, the Third Debenture, the Keyman Insurance Assignment, the Security Trust Deed, the Loan Note Security Account Charge, Permitted Liability Security Account Charge, the Cash Collateral Charge (all as more particularly defined in the Facilities Agreement) and any other documents entered into from time to time by any Group Company to secure for the benefit of the Security Beneficiaries any liabilities owed by any Group Company under or in connection with the Banking Documents (as more particularly defined in the Facilities Agreement) to some or all of the Security Beneficiaries;

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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1.3 The Chargor shall not be entitled to withdraw or transfer the Charged Balance or any part of it during the continuance of the Charge except where permitted by and in accordance with Clause 22.12.5 of the Facilities Agreement. The provisions of the Charge shall take priority, in the event of any inconsistency, over the terms on which any part of the Charged Balance may have been deposited save as provided in the Facilities Agreement.

1.4 The Charge shall:

1.4.1 not be discharged or affected by any failure of, or defect in, any agreement given by or on behalf of the Chargor in respect of the Permitted Liabilities (or any part thereof), nor by any legal limitation or lack of any borrowing powers of the Chargor or lack of authority of any person appearing to be acting for the Chargor or by any other fact or circumstances (whether known or not to the Chargor or the Security Trustee) as a result of which the Permitted Liabilities (or any part thereof) may be rendered illegal or void against or unenforceable by any of the Security Beneficiaries or the Security Trustee;

1.4.2 remain binding on the Chargor notwithstanding any amalgamation, reconstruction, re-organisation, merger, sale or transfer by or involving the Security Beneficiaries or its assets as permitted by, but subject to, the terms of the Facilities Agreement and the Charge and all rights conferred on the Security Trustee may be assigned or transferred accordingly to any successor or assignee or transferee of the Security Trustee permitted under the Facilities Agreement; and

1.4.3 be additional and without prejudice to any other security which the Security Trustee may hold from time to time;

1.5 It was agreed and declared that if pursuant to the provisions of clause 22.12.5 of the Facilities Agreement the Permitted Liabilities are discharged to the Agent's reasonable satisfaction then the Security Trustee will at the request and cost of the Chargor release (without recourse or warranty) the Charged Balance and otherwise discharge the security constituted by the Charge in accordance with the provisions of clause 22.12.5 of the Facilities Agreement.

2. FURTHER ASSURANCE

Without prejudice to anything else contained in the Charge the Chargor shall at any time at the request of the Security Trustee but at the reasonable cost of the Chargor promptly sign seal execute deliver and perform all deeds instruments notices documents acts and things in such form as the Security Trustee may from time to time reasonably require for perfecting or protecting the security over the whole or any part of the Charged Balance or for facilitating its realisation.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03767093

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE OVER PERMITTED LIABILITY SECURITY ACCOUNT DATED THE 23rd JUNE 1999 AND CREATED BY MATCH GROUP PLC FOR SECURING THAT PART OF THE PRIMARY HEALTHCARE PERMITTED LIABILITY DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND (THE "SECURITY TRUSTEE") IN RESPECT OF WHICH THE GROUP HAS AN ACTUAL OR CONTINGENT LIABILITY IN RESPECT OF LEASEHOLD LIABILITIES OF THE PRIMARY HEALTHCARE GROUP (THE "PERMITTED LIABILITIES") WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 9th JULY 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13th JULY 1999.

DR
WR



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



COMPANIES HOUSE