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in black type, or
bold block lettering

* insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

Royal Bank of Scotland

395

Pursuant to section 395 of the Companies Act 1985

E10
059759

To the Registrar of Companies

For official use

Company number

[13]

3767093

Name of company

* MATCH GROUP PLC ("the Company")

Date of creation of the charge

23rd June 1999

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

COMPOSITE GUARANTEE AND DEBENTURE ("the Deed")

Amount secured by the mortgage or charge

All indebtedness, liabilities and obligations which are as at 23rd June 1999 or may at any time thereafter be due, owing or incurred in any manner whatsoever to the Security Beneficiaries, by any Group Company whether actually or contingently, whether pursuant to the Guarantee or otherwise, and whether solely or jointly with any other person and whether as principal or surety and whether or not the Security Beneficiaries shall have been an original party to the relevant transaction and in whatever currency denominated including all liabilities from time to time assumed or incurred by the Security Beneficiaries at the request of a Group Company in connection with foreign exchange transactions, acceptances, discounting or otherwise or under guarantees, bonds, indemnities, documentary or other credits or any instruments whatsoever and including interest, discount, commission and other lawful charges or reasonable expenses which the Security Beneficiaries may in the course of their business charge in respect of any facilities or accommodation or service provided by the Security Beneficiaries or for keeping a Group Company's account ("the Secured Obligations").

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 EC2P 2HL (as security trustee for the Security Beneficiaries) ("the Security Trustee").

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

Dibb Lupton Alsop
125 London Wall
London EC2Y 5AE

TM/ams/Banking

Swana Match Grp.lfd

Time critical reference

For official use
Mortgage Section

1001 1000

1001 1000



PMO *PEF6500T* 320
COMPANIES HOUSE 7/7/99
COMPANIES HOUSE 20/07/99
COMPANIES HOUSE 07/07/99

Not
Comment

Short particulars of all the property mortgaged or charged

1. FIXED AND FLOATING CHARGES

With full title guarantee and as a continuing security for the payment or discharge of all the Secured Obligations and all its other obligations under the Deed:-

1.1 The Company charged to the Security Trustee by way of first legal mortgage:-

1.1.1 all its freehold and leasehold interest in the properties title to which is registered at HM Land Registry described in Part I of the Schedule hereto together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including other trade fixtures and excluding in the case of freehold property and leasehold property which is let or sub-let to a third party, tenant's and trade fixtures and fittings of such third party) and its fixed plant and machinery at any time thereon;

continued on continuation sheet 1, page 4

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Particulars as to commission allowance or discount (note 3)

N/A

Signed Dubb Lupton Alsop

Date 19/7/99

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

† 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.

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

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

Please do not
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Continuation sheet No 1
to Form No 395 and 410 (Scot)

CHA 116

Please complete
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Company Number

3767093

Name of Company

MATCH GROUP PLC ("the Company")

~~limited~~*

* delete if
inappropriate

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

NOTE.

In this form:-

"the Act" means the Law of Property Act 1925;

"Charged Property" means the property referred to in Clauses 4 and 5 of the Deed and all other property of whatsoever nature from time to time charged by or pursuant to the Deed;

"Charging Companies" are Match Holdings Limited (CRN: 3767207) and Match Group plc (CRN: 3767093);

"Event of Default" means any of the events specified in Clause 24 (Default) of the Facilities Agreement;

"the Facilities Agreement" means the facilities agreement dated 23rd June 1999 between Match Holdings Limited (the Parent), Match Group plc (the Principal Borrowers) and The Governor and Company of the Bank of Scotland (in its various capacities as the Agent, the Arranger, the Security Trustee, the Bank, the Guaranteeing Bank and the Working Capital Bank (all as more particularly defined therein));

"Group" means at any time the Company and its Subsidiaries (other than Subsidiaries which are members of the Primary Healthcare Group) for the time being and "Group Company" means any of them;

"Guarantee" means the guarantee contained on Clause 2 of the Deed extended by the Second Schedule thereto;

"Intellectual Property" means all copyrights, patents and registered and unregistered designs (including applications and rights to apply therefor), inventions, rights in trademarks and service marks whether registered or not (including all registrations thereof and applications and rights to apply therefor), confidential information and know-how and fees, royalties and other rights of every kind deriving from copyright, patents or inventions or other intellectual property throughout the World;

"Permitted Security Interest" means:

(i) a lien or right of set-off arising between Charging Companies or in favour of a Charging Company or in the ordinary course of business solely by operation of law (or by contractual provisions having a substantially similar effect);

(ii) any Security Interest arising by operation of law with respect to Taxes (as more particularly defined in the Facilities Agreement);

(iii) any Security Interest over goods and documents of title to goods arising in the ordinary course of letter of credit and other documentary credit transactions entered into in the ordinary course of trading;

(iv) any Security Interest arising by virtue of any bankers lien, right of set-off or netting arrangements relating to balances on bank accounts which bank accounts are permitted by the Facilities Agreement;

(v) any Security Interest which the Agent (acting on the instructions of the Majority Banks (both as more particularly defined in the Facilities Agreement)) has at any time in writing agreed shall be a Permitted Security Interest;

(vi) any Security Interest arising under the Banking Documents (as more particularly defined in the Facilities Agreement);

continued on continuation sheet 2, page 2

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

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1.1.2 all other freehold and leasehold interests in the properties vested in it as at 23rd June 1999 but title to which is not registered at HM Land Registry described in Part II of the Schedule hereto together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including other trade fixtures and excluding in the case of freehold property and leasehold property which is let or sub-let to a third party, tenant's and trade fixtures and fittings of such third party) and its fixed plant and machinery at any time thereon.

1.2 The Company charged to the Security Trustee by way of first fixed charge:-

1.2.1 all present and future freehold and leasehold property of the Company not otherwise charged by way of legal charge pursuant to Clauses 4.1.1 or 4.1.2 of the Deed together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including trade fixtures and excluding in the case of freehold property and leasehold property which is let or sub-let to a third party, tenant's and trade fixtures and fittings of such third party) and its fixed plant and machinery at any time thereon;

1.2.2 all estates and interests not before effectively charged as at 23rd June 1999 or thereafter belonging to the Company in or over land wheresoever situate or the proceeds of sale of land and all licences as at 23rd June 1999 or thereafter held by the Company to enter upon or use land and the benefit of all other agreements relating to land to which the Company is or may become a party or otherwise entitled and all trade and tenants' fixtures, plant and machinery owned by the Company as at 23rd June 1999 or thereafter annexed to all freehold and leasehold property its estate or interest in which stands charged under the Deed;

1.2.3 all stocks, shares (including but not limited to shares in any subsidiary), debentures, loan capital, right to subscribe for, convert other securities into or otherwise acquire any stocks, shares, debentures or loan capital of any other body corporate as at 23rd June 1999 or at any time thereafter belonging to the Company, together with all dividends (unless such dividends are or are to be paid in satisfaction of any of the Secured Obligations), interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing;

1.2.4 the goodwill of the Company and its uncalled capital as at 23rd June 1999 or at any time thereafter in existence and future calls (whether made by the directors of the Company or by a Receiver or a liquidator);

1.2.5 all Intellectual Property as at 23rd June 1999 or at any time thereafter belonging to or created by or assigned to or licensed to the Company;

1.2.6 all plant, vehicles and machinery as at 23rd June 1999 or at any time thereafter belonging to the Company (excluding however plant and machinery for the time being forming part of its stock in trade or work in progress);

1.2.7 all chattels as at 23rd June 1999 or at any time thereafter hired, leased or rented by the Company to any other person together in each case subject to and with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligations of any person under or in respect of such contract;

1.2.8 all Receivables;
continued on continuation sheet 2, page 4

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

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

Please do not
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Continuation sheet No 2
to Form No 395 and 410 (Scot)

CHA 116

Please complete
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Company Number

3767093

Name of Company

MATCH GROUP PLC ("the Company")

~~limited~~*

* delete if
inappropriate

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

(vii) any Security Interest over any asset arising in the ordinary course of business as a result of a title-retention or title transfer provision in the contract relating to the acquisition of that asset;

(viii) any Security Interest securing the Existing Borrowings (as more particularly defined in the Facilities Agreement) being Refinanced existing at the Unconditional Date (as more particularly defined in the Facilities Agreement) provided it is discharged within 28 days after the Unconditional Date;

"Receivables" means all present and future book debts, rentals, royalties, fees, amounts receivable under Hedging Arrangements, VAT (both as more particularly defined in the Facilities Agreement) and all other amounts recoverable or receivable by the Company from any other person due or owing to the Company and the benefit of all rights relating thereto including, without limitation, negotiable instruments, legal or equitable charges, reservations of property rights, rights of tracing and unpaid vendors' liens and similar associated rights;

"Receiver" means any receiver or receiver and manager or administrative receiver appointed by the Security Trustee under or by virtue of the Deed whether alone or jointly with any other person and includes any substitute for any of them appointed from time to time;

"Related Rights" means, in relation to Target all dividends and interest paid or payable in relation thereto and all stocks, shares, securities (and the dividends or interest thereon) rights, monies or property accruing or offered at any time in relation to such shares or other securities by way of redemption, substitution, exchange, bonus or preference, pursuant to option rights or otherwise in respect of any of the Target Shares or in substitution or exchange for any of the Target Shares;

"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 Interest" includes any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, standard security, assignation in security, floating charge or any other security agreement or arrangement entered into for the purpose and having the effect of providing security (excluding retention of title clauses) whether relating to existing or future assets (including, without limitation the deposit of monies or property with a person with the primary intention of affording such person a right of set-off or lien);

"Subsidiary" means:

(i) a subsidiary as defined in Section 736 of the Companies Act, 1985; and

(ii) for the purposes of Clause 21 (Financial Ratios) of the Facilities Agreement only a subsidiary undertaking as defined in Section 258 of the Companies Act 1985 but excluding any company in the Primary Healthcare Group (as more particularly defined in the Facilities Agreement).

"Target" means Sinclair Montrose Healthcare plc;

"Target Shares" means all of the issued shares in the capital of Target.

continued on continuation sheet 3, page 2

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

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1.2.9 the benefit of all contracts licences consents and authorisations (statutory or otherwise) ("the Contracts") held in connection with its business or the use of any Charged Property specified in any other paragraph or sub-paragraph of Clause 4 of the Deed and the right to recover and receive all compensation which may be payable to it in respect of them;

1.3 The Company charged to the Security Trustee by way of first floating charge all its undertaking and all its property and assets whatsoever and wheresoever situated both present and future, including (without prejudice to the generality of the foregoing) (i) heritable property and all other property and assets in Scotland and (ii) the proceeds of collection of any Receivables, but excluding any property or assets from time to time or for the time being effectively charged by way of fixed charge under or pursuant to the Deed.

1.4 The security from time to time constituted by or pursuant to the Deed shall:-

1.4.1 be in addition to and shall be independent of every bill, note, guarantee, mortgage or other security which the Security Trustee may at any time hold for any of the Secured Obligations and it was declared that no prior security held by the Security Trustee over the Charged Property or any part thereof shall merge into the security created by or pursuant to the Deed; and

1.4.2 remain in full force and effect as a continuing security until the earlier of (i) the Security Trustee having certified in writing that the Secured Obligations have been discharged in full and (ii) the security constituted by the Deed having been released.

2. CRYSTALLISATION OF FLOATING CHARGE

2.1 The Security Trustee may by notice in writing to the Company convert the floating charge created pursuant to Clause 4.3 of the Deed into a fixed charge as regards all of the Company's assets charged under Clause 4.3 of the Deed (or, if applicable, Clause 7.2 of the Deed) and specified in the notice if:-

2.1.1 an Event of Default occurs which remains unremedied or unwaived; or

2.1.2 the Security Trustee in its reasonable opinion considers those assets to be in danger of being seized, or sold under any form of distress, attachment, execution or other legal process.

2.2 The floating charge created by the Company under the Deed shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge in relation to the assets of the Company:-

2.2.1 on the convening of any meeting of the members of the Company to consider a resolution to wind up the Company; or

2.2.2 on the presentation of a petition (other than a petition determined by the Security Trustee to be frivolous or vexatious) to wind up the Company which is not discharged within fourteen days; or

2.2.3 on the appointment of an administrator to the Company; or

continued on continuation sheet 3, page 4

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

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

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Continuation sheet No 3
to Form No 395 and 410 (Scot)

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Company Number

3767093

Name of Company

MATCH GROUP PLC ("the Company")

~~limited~~*

* delete if
inappropriate

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

SCHEDULE

Part I

Details of Registered Land

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Part II

Details of Unregistered Land

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

**Please complete
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2.2.4 if the Company fails to comply with its obligations under Clause 7 of the Deed PROVIDED ALWAYS that in such circumstances the floating charge shall be converted into a fixed charge in respect only of the assets of the Company which have been encumbered or that have been otherwise sold, discounted, factored, transferred, leased, lent or otherwise disposed of.

2.3 Service by the Security Trustee of a notice pursuant to Clause 6.1 of the Deed in relation to any class of assets of the Company shall not be construed as a waiver or abandonment of the Security Trustee's rights to serve similar notices in respect of any other class of assets or of any other of the rights of the Security Trustee and/or Security Beneficiaries under the Deed.

3. NEGATIVE PLEDGE AND FURTHER SECURITY

3.1 The Company has covenanted that during the continuance of the security it shall not without the consent in writing of the Security Trustee:-

3.1.1 create, extend or permit to subsist any Security Interest (other than a Permitted Security Interest) upon any of the Charged Property to secure any liability, actual or contingent;

3.1.2 save as permitted or required under the Deed or under the Facilities Agreement, sell, discount, factor, transfer, lease, lend or otherwise dispose of, whether by means of one or a number of transactions related or not and whether at one time or over a period of time, the whole or, save in the normal course of trading, any part of the Charged Property;

3.1.3 sell, factor, discount, assign or otherwise deal in or dispose of any of its book debts or other debts (present or future) including any of its negotiable instruments, rights of tracing, unpaid vendor's liens or similar associated rights, rental income or royalties.

3.2 Without prejudice to the generality of the covenant for further assurance deemed to be included in the Deed by virtue of Section 76(1)(C) of the Act, the Company shall from time to time whensoever requested by the Security Trustee and at the Company's cost, execute in favour of the Security Trustee, or as the Security Trustee may reasonably direct, such further or other legal assignments, transfers, mortgages, legal or other charges or securities as in each case it may be lawful for the Company to execute and are not inconsistent with the provisions of the Deed or the Facilities Agreement and the Security Trustee shall reasonably stipulate over the Charged Property for the purpose of more effectively providing the security stipulated in the Deed for the payment or discharge of the Secured Obligations. Without prejudice to the generality of the foregoing, such assignments, transfers, mortgages, legal or other charges or securities shall be in such form as the Security Trustee may reasonably require and may contain provisions such as are contained in the Deed and provisions to the like effect to the extent it is legally able to do so and/or such other provisions of whatsoever kind as the Security Trustee shall reasonably consider requisite for the perfection of the security constituted by or pursuant to the Deed.

continued on continuation sheet 4, page 4

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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 COMPOSITE GUARANTEE AND DEBENTURE DATED THE 23rd JUNE 1999 AND CREATED BY MATCH GROUP PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND (AS SECURITY TRUSTEE FOR THE SECURITY BENEFICIARIES) ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 7th JULY 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23rd JULY 1999.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



C O M P A N I E S H O U S E

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