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COMPANIES FORM No. 395

132267

Particulars of a mortgage or charge

395

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHFP025

Please do not
write in
this margin

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

*insert full name
of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[13]

3909395

Name of company

* Tenet Group Limited (the "Company")

Date of creation of the charge

29 September 2006

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

Debenture dated 29 September 2006 granted by the Company in favour of
Barclays Bank PLC (the "Bank")
(the "Charge")

Amount secured by the mortgage or charge

The Company has covenanted to pay or discharge to the Bank on demand in writing: (1) all money and liabilities now or in the future due, owing or incurred (before or after that demand) by the Company to the Bank in any manner. This applies whether the monies are due, owing or incurred actually or contingently; whether by the Company alone or by the Company jointly with any other person; and whether the Company is a principal or a surety; and includes any liability (secured or unsecured) of the Company's to a third party which subsequently becomes payable to the Bank by assignment or otherwise; and (2) all interest, commission, fees, charges, costs and expenses which we may charge to you in the course of our business or incur in respect of you or your affairs.

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

Barclays Bank PLC, PO Box 190, 2nd Floor, 1 Park Row, Leeds

Postcode LS1 5WU

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

Hammonds
2 Park Lane
Leeds
LS3 1ES

AF2/BAR.960-32

Time critical reference

For official Use (06/2005)
Mortgage Section

Post room



A17
COMPANIES HOUSE

644
05/10/2006

Please see Addendum 4/4.

Please do not
write in
this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Hamm ond

Date

4/10/06

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

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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 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 Company

* Tenet Group Limited (the "Company")

Addendum 1/4

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

Addendum 2/4

2. Amount due or owing on the mortgage or charge (continued)

Addendum 3/4

3. Names, addresses and description of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

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

The Company has charged to the Bank with full title guarantee:

- 1 By way of legal mortgage, all Land in England and Wales now vested in the Company and not registered at HM Land Registry
- 2 By way of fixed charge:
 - 2.1 all Land in England and Wales now vested in the Company and registered at HM Land Registry;
 - 2.2 all other Land which is now, or in the future becomes, the Company's property;
 - 2.3 all plant and machinery now or in the future attached to any Land;
 - 2.4 all rental and other income and all debts and claims which are due or owing to the Company now or in the future under or in connection with any lease, agreement or licence relating to Land;
 - 2.5 all the Company's Securities (as defined in the Charge);
 - 2.6 all insurance and assurance contracts and policies now or in the future held by or otherwise benefiting the Company:
 - (a) which relate to Assets (as defined in the Charge) themselves subject to a fixed charge in favour of the Bank; or
 - (b) which are now or in the future deposited by the Company with the Bank;
 together with all the Company's rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them);
 - 2.7 all the Company's goodwill and uncalled share capital for the time being;
 - 2.8 all the Company's Intellectual Property (as defined in the Charge), present and future, including any

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Intellectual Property (as defined in the Charge) to which the Company is not absolutely entitled or to which it is entitled together with others;

- 2.9 the benefit of all agreements and licences now or in the future entered into or enjoyed by the Company relating to the use or exploitation of any Intellectual Property (as defined in the Charge) in any part of the world;
- 2.10 all trade secrets, confidential information and knowhow owned or enjoyed by the Company now or in the future in any part of the world;
- 2.11 all trade debts now or in the future owing to the Company
- 2.12 all other debts now or in the future owing to the Company save for those arising on fluctuating accounts with associates (as defined in section 52(3) of the Companies Act 1989);
- 2.13 the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to the Company as security in respect of any Asset (as defined in the Charge) itself subject to a fixed charge in the Bank's favour;
- 3 By way of floating charge:
- 3.1 all the Company's Assets (as defined in the Charge) which are not effectively charged by the fixed charges detailed above save for Trust Accounts (as defined in the Charge); and
- 3.2 without exception all the Company's Assets (as defined in the Charge) insofar as they are situated for the time being in Scotland,

but in each case so that the Company shall not without the Bank's prior written consent:

- (a) create any mortgage or any fixed or floating charge or any other security over any of the Floating Charge Assets (as defined in the Charge) (whether having priority over, or ranking pari passu with, or subject to, this floating charge);
- (b) take any other step referred to in Clause 5.1 of the Debenture with respect to any of the Floating Charge Assets (as defined in the Charge);
- (c) sell, transfer, part with or dispose of any of the Floating Charge Assets (as defined in the Charge) except by way of sale in the ordinary course of business.

Note:

The Bank may at any time crystallise the floating charge created at Clause 3.1.3 of the Charge into a fixed charge, or subsequently reconvert it into a floating charge, by notice in writing given at any time by the Bank to the Company in relation to all or any of the Floating Charge Assets (as defined in the Charge), as the Bank specifies in the notice.

Negative Pledge

The Company has covenanted with the Bank that it will not, without the Bank's prior written consent:

- (a) create or attempt to create any fixed or floating security of any kind or any trust over any of the Assets (as defined in the Charge), or permit any lien (other than a lien arising by operation of law in the ordinary course of the Company's business) to arise or subsist over any of the Assets (as defined in the Charge);
- (b) sell, assign, lease, license or sub-license, or grant any interest in, the Company's Intellectual Property Rights (as defined in the Charge), or purport to do so, or part with possession or ownership of them, or allow any third party access to them or the right to use any copy of them.

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FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03909395

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 29th SEPTEMBER 2006 AND CREATED BY TENET GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BARCLAYS BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 5th OCTOBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th OCTOBER 2006.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES