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CHFP041

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in black type or
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* Insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £10 (£13 for forms delivered on or after 1 February 2005) 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

3

04002389

Name of company

* Supporta Plc (the "Company")

Date of creation of the charge

19 September 2005

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

22 Guarantee and Debenture (the "Guarantee and Debenture")

6 Amount secured by the mortgage or charge

Please refer to the Schedule, Part I

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

Barclays Bank Plc (the "Bank")
1 Churchill Place
London

Postcode E14 5HP

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

Osborne Clarke
2 Temple Back East
Temple Quay
Bristol BS1 6EG
DX 7818 Bristol
ESM/0900219

Time critical reference

For official use (02/00)

Mortgage Section

Post room



A15
COMPANIES HOUSE

0511
23/09/05

Short particulars of all the property mortgaged or charged

Please refer to the Schedule, Part II

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Elaine Clarke

Date 22 September 2005

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 £10 (£13 for forms delivered on or after 1 February 2005) is payable to Companies House in respect of each register entry for a mortgage or charge. 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.

Schedule to Form M395

Part I – Amount secured by the mortgage or charge

1.

- 1.1 The payment or discharge to the Bank on demand in writing all Indebtedness now or in the future due, owing or incurred (before or after that demand) by the Company to the Bank in any manner;
- 1.2 The payment or discharge on demand in writing all Indebtedness now or in the future due, owing or incurred (before or after that demand) by each of the Companies to the Bank in any manner (except as a guarantor under the Guarantee and Debenture);

including in each case all interest, commission, fees, charges, costs and expenses which the Bank may charge to the companies party to the Guarantee and Debenture in the course of the Bank's business or incur in respect of the companies party to the Guarantee and Debenture or the affairs of companies party to the Guarantee and Debenture. The interest will be calculated and compounded in accordance with the Bank's usual practice, before and also after any demand or judgment.

- 2. All costs, charges and liabilities (including all professional fees and disbursements and Value Added Tax and/or any similar tax) and all other sums paid or incurred by the Bank and/or any Receiver under or in connection with the Guarantee and Debenture or the affairs of the Company. The Bank may recover them from the Company (on a full indemnity basis) as a debt payable on demand and debit them without notice to any of the Company's accounts. They will attract interest and be charged on the Assets.

The costs which may be recovered from the Company by the Bank/or any Receiver under the Guarantee and Debenture include without limitation:

- a) all costs incurred by the Bank in preparing and administering the Guarantee and Debenture or perfecting the security created by it;
- b) all costs (whether or not allowable on a taxation by the Court) of all proceedings to enforce the Guarantee and Debenture or to recover or attempt to recover any Indebtedness;
- c) all money spent and all costs arising out of the exercise of any power, right or discretion conferred by the Guarantee and Debenture;
- d) all costs and losses arising from any default by the Company in the payment when due of any Indebtedness or the performance of the Company's obligations under the Guarantee and Debenture; and
- e) all the Bank's charges based on time spent by its employees and agents in connection with the Company's affairs.

Part II – Short particulars of all the property mortgaged or charged

Under the Guarantee and Debenture the Company charged to the Bank with full title guarantee with the payment or discharge of all Indebtedness:

1. by way of legal mortgage, all freehold and leasehold Land in England and Wales now vested in the Company and not registered at H.M. Land Registry;
2. by way of fixed charge:
 - (a) all freehold and leasehold Land in England and Wales now vested in the Company and registered at H.M. Land Registry;
 - (b) all other Land which is now, or in the future becomes, the Company's property;
 - (c) all plant and machinery now or in the future attached to any Land;
 - (d) 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;
 - (e) all the Company's Securities;
 - (f) all insurance and assurance contracts and policies now or in the future held by or otherwise benefiting the Company:

which relate to Assets themselves subject to a fixed charge in the Bank's favour; or

which are now or in the future deposited by the Company with the Bank;

together with all the Company's rights and interests in these contracts and policies (including the benefit of all claims arising and all money payable under them);
 - (g) all the Company's goodwill and uncalled share capital for the time being;
 - (h) all the Company's Intellectual Property, present and future, including any Intellectual Property to which the Company is not absolutely entitled or to which the Company is entitled together with others;

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 in any part of the world;

all trade secrets, confidential information and knowhow owned or enjoyed by the Company now or in the future in any part of the world;
 - (i) all trade debts now or in the future owing to the Company;

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 53(3) of the Companies Act 1989);

- (j) 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 itself subject to a fixed charge in the Bank's favour;

3. by way of floating charge:

- (a) all the Company's Assets which are not effectively charged by the fixed charges detailed above; and
- (b) without exception all the Company's Assets 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 other security over any of the Floating Charge Assets (whether having priority over, or ranking pari passu with or subject to, the floating charge);
- (b) take any other step referred to in clause 5.1 of the Guarantee and Debenture with respect to any of the Floating Charge Assets;
- (c) sell, transfer, part with or dispose of any of the Floating Charge Assets except by way of sale in the ordinary course of business.

NB

- 1. Under the Guarantee and Debenture the Company agreed that it would:
 - 1.1 deposit with the Bank for retention by the Bank all title deeds and documents relating to all Assets charged by way of fixed charge under clause 3.1 of the Guarantee and Debenture, including insurance and assurance policies;
 - 1.2 execute and deliver to the Bank any documents and transfers the Bank requires at any time to constitute or perfect an equitable or legal charge or a pledge (at the Bank's option) over Securities including uncertificated Securities within any clearing, transfer, settlement and/or depositary system, and give any instructions and take any actions the Bank may require to achieve this.
 - 1.3 collect and realise all its Receivables and immediately on receipt pay all money which it receives in respect of them into its bank account with the Bank, or into any other account designated by the Bank, in each case on such terms as the Bank may direct. Pending that payment, the Company will hold all money so received upon trust for the Bank. The Company may not, without the Bank's prior written consent, charge, factor, discount, assign, postpone, subordinate or waive its rights in respect of any Receivable in favour of any other person or purport to do so.
 - 1.4 not, except with 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 its Assets, or permit any lien (other than a lien arising by operation of law in the ordinary course of its business) to arise or subsist over any of its Assets;
 - (b) sell, assign, lease, license or sub-license, or grant any interest in, its Intellectual Property Rights, 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.
- 2. Under the Guarantee and Debenture the Company agreed that it would, on the Bank's demand in writing, execute and deliver to the Bank at the Company's cost any document that the Bank may require further to secure the payment of the Indebtedness, or to create, enhance or perfect any fixed security over any of the Assets, or to give full effect to the Guarantee and Debenture, or to vest title to any of the Assets in the Bank or the Bank's nominee or any purchaser.
- 3. The Guarantee and Debenture will remain a continuing security in favour of the Bank, regardless of any settlement of account or any other matter whatever, and shall be without prejudice and in addition to every other right, remedy or security which the Bank may have now or in the future in respect of any of the Assets for the payment of any Indebtedness.
- 4. Under the Guarantee and Debenture, the Company, by way of security, irrevocably appointed the Bank (whether or not a Receiver or administrator has been appointed) and any Receiver separately as its attorney (with full power to appoint substitutes and to delegate) with power in the Company's name or on its behalf and as its act and deed or otherwise:
 - (a) to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document; and
 - (b) to perform any act;

which may be required of the Company or may be deemed by the attorney necessary or desirable for any purpose of the Guarantee and Debenture, or to create, enhance or perfect any fixed security over any of the Assets or to convey or transfer legal ownership of any Assets.

Definitions

'Assets' means all the Company's undertaking, property, assets, rights and revenues, whatever and wherever in the world, present and future, and includes each or any of them;

'Floating Charge Assets' means those of the Company's Assets that are for the time being comprised in the floating charge created by clause 3.1.3 of the Guarantee and Debenture, but only insofar as concerns that floating charge;

'Companies' means Supporta Services Limited (Company Number: 04973487), Supporta Care Limited (Company Number: 04320403) and Supporta Property Services Limited (Company Number: 01861619).

‘Indebtedness’ includes any obligation for the payment or repayment by the Company and the Companies to the bank of money in any currency, whether present or future, actual or contingent, joint or several, whether incurred as principal or surety or in any way whatsoever, including any liability (secured or unsecured) of any of the companies party to the Guarantee and Debenture to a third party which subsequently becomes payable to the Bank by assignment or otherwise and including principal, interest, commission, fees and other charges;

‘Intellectual Property’ means all patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) and in each case, any extensions and renewals of, and any applications for, these rights;

‘Intellectual Property Rights’ means all and any of the Company's Intellectual Property and all other intellectual property rights and other rights, causes of action, interests and assets comprised in clause 3.1.2(h) of the Guarantee and Debenture;

‘Land’ includes freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures);

‘Receivables’ means all sums of money receivable by the Company now or in the future consisting of or payable under or derived from any Assets referred to in clause 3.1.2 of the Guarantee and Debenture;

‘Receiver’ means every person appointed by the Bank as a receiver and manager under clause 13 of the Guarantee and Debenture, including any substituted receiver and manager;

‘Securities’ means all stocks, shares, debentures, debenture stock, loan stock, bonds and securities issued by any company or person (other than the Company) and all other investments as listed in Part II of Schedule 2 to the Financial Services and Markets Act 2000:

- (a) which now or in the future represent a holding in a subsidiary undertaking (as defined in section 258 of the Companies Act 1985) or an undertaking which would be a subsidiary undertaking if in sub-section (2)(a) of that section “30 per cent or more” were substituted for “a majority”; or
- (b) the certificates for which are now or in the future deposited by the Company with us or which, if uncertificated, are held in an escrow or other account in our favour or held in the Bank's name or that of the Bank's nominee or to our order;

including in each case all rights and benefits arising and all money payable in respect of any of them, whether by way of conversion, redemption, bonus, option, dividend, interest or otherwise;

Any reference to any statute or any section of any statute is deemed to include reference to any statutory modification or re-enactment of it for the time being in force.

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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. 04002389

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT GUARANTEE & DEBENTURE DATED THE 19th SEPTEMBER 2005 AND CREATED BY SUPPORTA PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND/OR ALL OR ANY OF THE OTHER COMPANIES NAMED THEREIN TO BARCLAYS BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 23rd SEPTEMBER 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28th SEPTEMBER 2005 .

DX. Ceri



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES