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CHFP041

COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

395

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

CC0198/20

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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

3

5116610

Name of company

* Kwikcount Limited (the "Company")

Date of creation of the charge

19 June 2004

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

Debenture between the Company (1) and Sovereign Capital Limited (2) (the
"Trustee") (the "Debenture")

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Company to the Trustee and the holders from time to time of the Loan Stock issued pursuant to the Loan Stock Instrument in respect of such Loan Stock and/or under the Debenture and/or in respect of any further instruments or documents governing loan stock or other advances made or guarantees given by the Stockholders or any of them (in that capacity or otherwise) to or for obligations or liabilities of the Company or any member(s) of the Group and under any corresponding indemnities and which by agreement of the Company or any Guarantor or by written resolution signed by the Majority Stockholders are resolved from time to time to be included within the Secured Liabilities for the purposes hereof together with all costs, charges and expenses on a full indemnity basis incurred by the Trustee in the protection, preservation and enforcement of its respective rights in relation thereto (the "Secured Liabilities")

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

Sovereign Capital Limited (Co. Reg. 2328838) THE TRUSTEE
25 Buckingham Gate, London THE TRUSTEE

Postcode SW1E 6LD

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

Jones Day
21 Tudor Street
London EC4Y 0DJ
~~DK 67 London/Chancery~~

Att. Alper Deniz
020 7039 5134

Time critical reference

For official use

Mortgage section

Post room



Short particulars of all the property mortgaged or charged

Fixed Charges

The Company with full title guarantee, as security for the payment of all Secured Liabilities:

(A) has charged in favour of the Trustee as agent for itself and the Stockholders from time to time by way of legal mortgage:

(1) all the property specified in the schedule attached to the Debenture together with all buildings and Fixtures thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title of the Company and any moneys paid or payable in respect of such covenants; and

(2) all estates or interests in any other freehold or leasehold property wheresoever situate now or hereafter belonging to it and all buildings and Fixtures thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title of the Company and any moneys paid or payable in respect of such covenants;

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A fee of £10 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)

n/a

Signed

James Day

Date

6 JULY 2004

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.
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.

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Particulars of a mortgage or charge (continued)

Continuation sheet No 1
to Forms Nos 395 and 410 (Scot)

Company number

5116610

Please complete
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in black type, or
bold block lettering

Name of company

Kwikcount

Limited*

*Delete if
inappropriate

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

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

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

Please complete
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(B) has charged to the Trustee as agent for itself and the Stockholders from time to time by way of fixed charge all Securities together with all Related Rights accruing thereto; and

(C) to the extent not assigned under the Senior Security, has assigned to the Trustee as agent for itself and the Stockholders from time to time by way of absolute assignment (subject to the proviso hereinafter contained) all of the Insurances;

(D) to the extent not assigned under the Senior Security, has assigned to the Trustee as agent for itself and the Stockholders from time to time by way of absolute assignment all of the Company's present and future book and other debts, the proceeds of and the right to demand the same and all other moneys due and owing to the Company or which may become due and owing to it at any time in the future and the benefit of all rights, securities and guarantees of any nature whatsoever now or at any time enjoyed or held by it in relation to any of the foregoing;

(E) (to the extent that the same are not the subject of a specific assignment or charge) has charged to the Trustee as agent for itself and the Stockholders from time to time by way of fixed charge all of the Company's rights and benefits under any agreements entered into by it (including all rights of enforcement of the same and all causes of action in relation thereto and in relation to any representations connected therewith), any letters of credit issued in its favour and all bills of exchange and other negotiable instruments held by it, any beneficial interest, claim or entitlement of the Company in any pension fund, the Company's present and future goodwill, the benefit of all present and future licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any of the Premises or Mortgaged Property and the right to recover and receive all compensation which may at any time become payable to it in respect thereof, and the Company's present and future uncalled capital.

Floating Charge

The Company with full title guarantee, as security for the payment and performance of the Secured Liabilities, has charged in favour of the Trustee as agent for itself and the Stockholders from time to time by way of floating charge all its undertaking and assets whatsoever and wheresoever both present and future not otherwise effectively mortgaged, charged by way of fixed charge, or assigned by the Debenture.

The Trustee by notice to the Company may convert the floating charge created by the Debenture into a specific charge as regards:

(A) subject first to obtaining any consent required under the Deed of Priority, all or any of the Company's assets specified in the notice if

(i) the security constituted thereby shall become immediately enforceable;
or

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Particulars of a mortgage or charge (continued)

Continuation sheet No 2
to Forms Nos 395 and 410 (Scot)

Company number

5116610

Please complete
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Name of company

Kwikcount

Limited*

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

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

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

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

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(ii) the Trustee considers such assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy; or

(B) any Security Asset which becomes the subject of a Security Interest granted by the Company other than with the consent of the Trustee.

The floating charge shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge:

(A) on the appointment of a trustee in bankruptcy, liquidator, administrator or similar officer to the Company or on the making of any administration application (as defined in the Enterprise Act 2002 or otherwise) ; or

(B) on the making of any order or the passing of any resolution of the Company for the liquidation, winding-up or dissolution of the Company; or

(C) on the appointment by the Trustee of a Receiver or Receivers of the whole or any part of the Security Assets.

Enforcement

The Debenture shall become immediately enforceable upon any of the Secured Liabilities not being paid in full when due or upon the occurrence of an Event of Default or upon the Trustee or otherwise becoming entitled to demand repayment of any of the Secured Liabilities prior to any specified maturity date therefor, and the power of sale and other powers conferred by Section 101 of the Law of Property Act, 1925 as varied or amended by the Debenture shall be immediately exercisable upon and at any time thereafter.

Definitions

In this form, the following expressions have the following meanings:

"**Deed of Priority**" means the intercreditor deed dated 19 June 2004 between the Company, the Guarantor, the Trustee, Sovereign Capital Limited Partnership I and others, and Lloyds TSB Bank plc, as from time to time amended novated or supplemented;

"**Event of Default**" means an event of default under the Loan Stock Instrument;

"**Fixtures**" means in relation to any freehold or leasehold property charged by or pursuant to the Debenture, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time thereon owned by the Company;

"**Guarantee**" means the guarantee of 19 June 2004 executed by the Guarantor in favour of the Trustee;

"**Group**" means the Company and its subsidiaries for the time being;

"**Guarantor**" means Truecare Group Limited, company number 3582538, and any other guarantor which becomes a party to the Loan Stock Instrument;

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Particulars of a mortgage or charge (continued)

Continuation sheet No 3
to Forms Nos 395 and 410 (Scot)

Company number

5116610

Please complete
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bold block lettering

Name of company

Kwikcount

Limited*

*Delete if
inappropriate

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

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

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Please do not write **Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)**

**Please complete
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block lettering**

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

"**Insurances**" means all contracts and policies of insurance of whatever nature which are from time to time taken out by or on behalf of the Company or (to the extent of such interest) in which the Company has an interest, any proceeds thereof, all rights to demand the same and the debts represented thereby;

"**Loan Stock**" means the Secured Loan Stock constituted by the Loan Stock Instrument or, as the case may require, any part thereof for the time being issued and outstanding;

"**Loan Stock Instrument**" means the loan note instrument constituting up to £6,000,000 Secured Loan Stock 2013 of the Company;

"**Majority Stockholders**" means the holders, at the relevant time, of a majority in the nominal value of the issued Loan Stock;

"**Mortgaged Property**" means the freehold/leasehold property specified in the Schedule attached to the Debenture and any other freehold or leasehold property for the time being comprised in the definition of "Security Assets";

"**Premises**" means all buildings and erections for the time being comprised within the definition of "Security Assets";

"**Receiver**" means a receiver and manager, a receiver or manager appointed under the Debenture or any other security document and, as the context permits, shall include administrative receiver as defined in the Insolvency Act 1986;

"**Related Rights**" means in relation to shares or any other securities, all dividends and interest paid or payable in relation thereto and all shares, securities, rights, moneys 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 any proceeds thereof, all rights to demand the same, and the debts represented thereby;

"**Securities**" means any stocks, shares, debentures, bonds and other securities and investments held by the Company;

"**Security Assets**" means all property assets and undertaking of the Company which are expressed to be the subject of any Security Interest created pursuant to the Debenture;

"**Security Interest**" means any mortgage, pledge, lien, charge, security assignment, hypothecation, security trust or security interest;

"**Senior Debt**" means the Bank Debt as defined in the Deed of Priority;

"**Senior Security**" means all security for the Senior Debt referred to in the Deed of Priority;

"**Stockholders**" means the persons for the time being entered in the register which the Company is required to maintain under the conditions contained in Schedule 3 of the Loan Stock Instrument as holders or joint holders of the Loan Stock.

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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. 05116610

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 19th JUNE 2004 AND CREATED BY KWIKCOUNT LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE TRUSTEE AND THE HOLDERS FROM TIME TO TIME OF THE LOAN STOCK 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 7th JULY 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th JULY 2004.

GRH
P



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES