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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

Name of company

* Total Care Alliance Limited (the "Company") whose registered office is 1 Stuart Road, Bredbury, Stockport, Cheshire SK6 2SR

Date of creation of the charge

9 December 2004

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

Deed of Charge Over Deposits (the "Charge") dated 9 December 2004 between the Company and The Royal Bank of Scotland Plc, acting as agent for National Westminster Bank Plc (the "Bank")

Amount secured by the mortgage or charge

Please see attached Appendix 1

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

National Westminster Bank Plc whose registered office is 135 Bishopsgate, London

Postcode EC2M 3UR

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

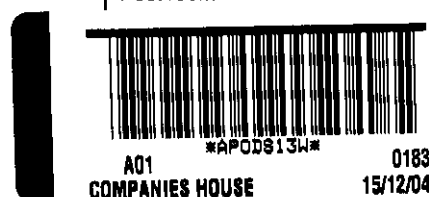
Burges Salmon LLP
Narrow Quay House
Narrow Quay
Bristol
BS1 4AH

CH04/WORK/2882854/9987.100

Time critical reference

For official Use
Mortgage Section

Post room



Please see attached Appendix 2

Please do not
write in
this margin

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Burges Salmon LLP

Date 14 December 2004

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

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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 CF14 3UZ

TOTAL CARE ALLIANCE LIMITED (the "Company")

FORM M395

APPENDIX 1

1 Covenants by the Company

1.1 By clause 2 of the Charge:

- (a) The Borrower covenanted to pay to the Bank on demand, all monies and discharge all obligations and liabilities at the date of this Charge or hereafter due, owing or incurred to the Bank when the same become due for payment or discharge whether by acceleration or otherwise, and whether such monies, obligations or liabilities are express or implied, present or future, actual or contingent, joint or several, incurred as principal or surety, denominated in Sterling or in any currency, or incurred on any banking account or in any other manner whatsoever. Such liabilities shall, without limitation, include:
 - (i) all liabilities under or in connection with the Bank Guarantee and any other Finance Document;
 - (ii) all liabilities arising from the issue, acceptance, endorsement, confirmation or discount of any negotiable or non-negotiable instruments, documentary or other credits, bonds, guarantees, indemnities or other instruments of any kind; and
 - (iii) interest (both before and after judgment) to date of payment at such rates and upon such terms as may from time to time be agreed, commission, fees and other charges and all legal and other costs, charges and expenses on a full and unqualified indemnity basis which may be incurred by the Bank in relation to any such monies, obligations or liabilities or generally.

APPENDIX 2

2 Charge

- 2.1** By clause 3 of the Charge, the Borrower with full title guarantee charged to the Bank by way of first fixed charge, the Account and the Deposit and all the debt represented thereby including all the entitlements to the right of prepayment and repayment and other rights and benefits accruing to or arising in connection with the Account and/or the Deposit as a continuing security for the payment and discharge of the Liabilities.

3 Financial Collateral

- 3.1** To the extent that the Deposit constitutes "financial collateral" and the Charge and the obligations of the Borrower under the Charge constitute a "security financial collateral arrangement" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No.2) Regulations 2003 (SI 2003 No. 3226)) the Bank shall after the occurrence of an Event of Default which is continuing have the right, to appropriate all or any part of such financial collateral in or towards satisfaction of the Liabilities. For this purpose, the value of such financial collateral so appropriated shall be such amount as the Bank so determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it.

4 Set-Off

The Borrower agreed that the Bank may (in addition to and notwithstanding the security and other rights conferred on the Bank under the Charge) at any time following the occurrence of an Event of Default which is continuing without notice (both before and after demand) and notwithstanding any settlement of account or other matter whatsoever take the following steps:

- (a) combine or consolidate all or any of its then existing accounts wherever situated (including accounts in the name of the Bank or of the Borrower jointly with others), whether such accounts are current, deposit, loan or of any other nature whatsoever, whether they are subject to notice or not and whether they are denominated in Sterling or in any other currency; and/or
- (b) set off or transfer all or part of the Deposit and any such other sum standing to the credit of any one or more of such accounts in or towards satisfaction of all or any of the Liabilities which, to the extent not then payable, shall automatically become payable to the extent necessary to effect such set-off,

and for those purposes, the Bank is authorised to purchase with the Deposit or with any other monies standing to the credit of such accounts such other currencies at the Bank's applicable spot rate of exchange as may be necessary to effect such applications and the costs of buying such currencies shall be borne by the Borrower and shall form part of the Bank's right of set-off pursuant to this Clause 4.

5 Undertakings

5.1 The Borrower has undertaken to and agreed with the Bank that, from the date of the Charge and on each day until the Liabilities have been paid or discharged in full:

- (a) neither the Account nor Deposit nor any benefit, interest or right which arises under or in respect of the Account or Deposit shall be capable of assignment or transfer by the Borrower, and the Borrower will not assign, purport to assign or otherwise deal with the whole or any part of the Account or Deposit, as applicable, or any such benefit, interest or right;
- (b) it will not create, agree to create or permit to exist any Security Interest over all or any part of the Account or Deposit (other than in favour of the Bank);
- (c) the Deposit shall not be repayable (in whole or in part) by the Bank to it or any other person, except in accordance with the terms of the Charge;
- (d) as soon as reasonably practicable inform the Bank of any claim or notice relating to the Account or Deposit received from any other party and all other matters relevant to such claim or notice.

6 Further Assurance

The Borrower will execute and deliver to the Bank such documents and give such instructions and perform such other acts as the Bank may require from time to time to constitute, protect or perfect the security intended to be created by the Charge on the Account and Deposit.

7 Definitions

In this Form M395, unless the context otherwise requires:

"Account" means the account with the Bank in the name of the Borrower designated Total Care Alliance Guarantee Cash Collateral or which is designated as blocked or which otherwise cannot be operated by the Borrower without the prior written consent of the Bank, under account, sort code (601319) account number (45070490), or such other substitute or replacement account as the Borrower and the Bank agree in writing from time to time;

"Bank Guarantee" means the bank guarantee, in the agreed terms, dated on or about the date of the Charge granted by the Bank in favour of the Beneficiary for securing the deferred consideration payment of £200,000 due under the provisions of the Acquisition Agreement (and in the form annexed to the Charge);

"Beneficiary" means Patrick Hall of 58 Fold Crescent, Cheadle, Cheshire SK15 3ND,

"Business Day" means a day (other than Saturday or Sunday) on which banks are open to conduct general business in Sterling in London;

"Deposit" means the sum of £200,000 standing to the credit of the Account, and any other sum or sums which are from time to time deposited in the Account in Sterling in addition to or by way of renewal of or replacement for the sum stated, whether in accordance with the provisions of the Charge or any other Finance Document, together with all interest and other accruals on such sum;

"Finance Document" has the meaning specified in the Facility Agreement;

"Liabilities" means the monies, obligations and liabilities covenanted to be paid or discharged pursuant to clause 1 or otherwise under the Charge;

"Security Interest" means any mortgage, standard security, pledge, lien, charge, assignment, assignation, hypothecation, security interest or any other agreement or security arrangement (including any agreement or arrangement to create any of them);

"Sterling" or **"£"** means the lawful currency of the United Kingdom at the date of the Charge;

"Subsidiary" means:

- (a) a subsidiary within the meaning of Section 736 Companies Act 1985; and
- (b) a subsidiary undertaking within the meaning of Section 258 Companies Act 1989; and

"Tax" or **"Taxes"** includes all present and future income and other taxes, levies, assessments, imposts, deductions, charges, compulsory loans and withholdings (wherever imposed) and any charges in the nature of taxation together with interest thereon and penalties and fines in relation thereto, if any, and any payments made on or in relation thereto and **"Taxation"** shall be construed accordingly.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05274924

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF CHARGE OVER DEPOSITS DATED THE 9th DECEMBER 2004 AND CREATED BY TOTAL CARE ALLIANCE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO NATIONAL WESTMINSTER BANK PLC 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 15th DECEMBER 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20th DECEMBER 2004.

DRP



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES