

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.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[3111]

05505844

Name of company

* GBCP VII B GP LIMITED as limited partner of the Chargor

Date of creation of the charge

24 February 2006

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

Assignment by way of security between the Chargor and the Chargee (the "Assignment")

Amount secured by the mortgage or charge

All the Chargor's liabilities to the Chargee of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) together with Interest and Expenses (the "Secured Obligations")

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

KfW (the "Chargee"), Palmengartenstrasse 5-9, Frankfurt am Main, Germany

Postcode 60325

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

SJ Berwin LLP
10 Queen Street Place
London
EC4R 1BE

For official Use (02/00)

Mortgage Section

Post room



L02
COMPANIES HOUSE

LUXT4DOB

465
13/03/2006

Time critical reference

Short particulars of all the property mortgaged or charged

The Chargor covenants to discharge on demand the Secured Obligations (provided that no such demand shall be made by the Chargee until the Secured Obligations become due and payable) and as a continuing security for such discharge and with full title guarantee assigns to the Chargee the Charged Assets and all money now and in the future due to the Chargor pursuant to the Charged Assets subject to re-assignment on redemption.

Note: The Chargor will not without the Chargee's prior written consent:

- (a) agree to any variation of the Assignment;
- (b) assign or create or permit to arise any mortgage, charge or lien on the Assignment or the Charged Assets;
- (c) dispose of or part with or share possession of the Assignment or the Charged Assets; or
- (d) agree to any waiver or release of any obligation owed to the Chargor under the Relevant Contracts nor agree to any amendment to the Relevant Contracts other than an amendment permitted by the terms of the Loan Facility Agreement.

(see continuation page)

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

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

Signed SJ Berwin LLP Date 10/3/06

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 £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

In this Form 395 the following terms have the following meanings:

"Charged Assets"

means all the Chargor's rights under the Relevant Contracts

"Chargor"

means GBCP Fund VII B L.P. (registered in England as a limited partnership under the Limited Partnerships Act 1907 and with registration number LP10782), acting by its manager for the time being Granville Baird Capital Partners Limited (registered in England with registration number 03024884 and whose registered office is at Mint House, 77 Mansell Street, London E1 8AF).

"Expenses"

means all expenses (on a full indemnity basis) incurred by the Chargee or any Receiver at any time in connection with the Charged Assets or the Secured Obligations or in taking or perfecting the Assignment or in preserving defending or enforcing the security created by the Assignment or in exercising any power under the Assignment or otherwise with Interest from the date they are incurred.

"Interest"

means interest at the rate or rates that are equal to the interest rate or rates agreed between the Chargee and GBCP VII B Feeder SLP under the Loan Facility Agreement or, if the Loan Facility Agreement is not in place, the rate or rates that would have been payable had the Loan Facility Agreement been in place but, in either case, without double counting.

"Investee Company"

means Choices Group Holdings Limited, Choices House, Rosebank Park, Kirkton Campus, Livingston EH54 7AN.

"Loan Facility Agreement"

means the master agreement dated 24 October 2005 between the Chargee, the GBCP VII B Feeder SLP, GBCP VII B Irish GP Limited, the Chargor, GBCP VII B GP Limited and Granville Baird Capital Partners Limited.

"Receiver"

means a receiver and manager or (if the Chargee so specifies in the relevant appointment) a receiver appointed in respect of the Charged Assets who shall be the agent of the Chargor.

"Relevant Contracts"

means all contracts between the Chargor and the Investee Company from time to time (including but not limited to any loan agreements).

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

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05505844

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ASSIGNMENT BY WAY OF SECURITY DATED THE 24th FEBRUARY 2006 AND CREATED BY GBCP VII B GP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE CHARGOR TO KFW ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 13th MARCH 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16th MARCH 2006.

pm



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES