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

* Insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

395

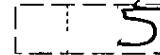
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Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



06160761

Name of company

*United Medical Holdings Limited (the "Chargor")

Date of creation of the charge

28 August 2008

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

Debenture and Guarantee (the "Debenture and Guarantee")

Amount secured by the mortgage or charge

Please see part 1 of the attached Schedule

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

The Royal Bank of Scotland plc (the "Security Trustee") as agent and trustee for the
Finance Parties acting through it's office at 3rd Floor, 3 Temple Back East, Bristol

Postcode BS1 9BX

Presenter's name, address and
reference (if any)
Osborne Clarke
2 Temple Back East
Bristol BS1 6EG

DAR/0934163

Time critical reference

For official use (02/2006)
Mortgage Section

Post room

WEDNESDAY



ALOWS2T2

A37

03/09/2008

130

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see part 2 of the attached Schedule.

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legibly, preferably
in black type or
bold block
lettering*

*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

Date

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 situated 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 are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is - Companies House, Crown Way, Cardiff CF4 3UZ.

United Medical Holdings Limited (company number: 06160761)

Schedule to Form 395

Part 1 – Amount secured by the mortgage or charge

The Chargor irrevocably and unconditionally covenanted with the Security Trustee to pay and guaranteed to pay to the Security Trustee (as agent and trustee for the Finance Parties) or discharge on demand all the Secured Liabilities when the Secured Liabilities become due

The Chargor irrevocably and unconditionally covenanted with and guaranteed to the Security Trustee that it shall indemnify and keep indemnified the Finance Parties on demand by the Security Trustee (and on a full indemnity basis) from and against all and any Costs (including legal costs), charges, losses, expenses and damages incurred by the Finance Parties or any of them as a result of any failure or delay by any Company to pay to the Security Trustee or discharge on demand all the Secured Liabilities when the Secured Liabilities become due or as a result of any of the Secured Liabilities being or becoming void, voidable, unenforceable or ineffective for any reason whatsoever.

In addition, the Chargor shall, on demand, pay to the Security Trustee or the Receiver, or discharge (as the case may be), all Costs reasonably incurred by it in connection with

- (a) the negotiation, preparation, printing and execution of;
- (b) any amendment, variation or release (in whole or in part), including the negotiation, preparation, printing and execution of any amendment, variation or release, of; and
- (c) the enforcement of, or preservation of rights under,

the Debenture and Guarantee, on a full indemnity basis, together with interest at the Default Rate from the date the relevant Cost was demanded by the Security Trustee or the Receiver (as the case may be) until full payment or discharge of such Cost and such Cost shall form part of the Secured Liabilities.

Part 2 – Short particulars of all property mortgaged or charged

Under clause 4 of the Debenture and Guarantee, the Chargor as continuing security for the payment and discharge of the Secured Liabilities, with full title guarantee, gave the following mortgages, charges and assignments by way of security in favour of the Security Trustee, namely:

- (a) by way of first legal mortgage, the Scheduled Property and all Rights relating to the Scheduled Property
- (b) by way of first fixed charge, the Property (except the Scheduled Property validly charged in Clause 4.2 of the Debenture and Guarantee) and all Rights relating to such Property.

- (c) by way of absolute legal assignment (and subject to re-assignment on redemption as provided in clause 21 of the Debenture and Guarantee), all of its rights, title, interest and benefit in and to the Acquisition Agreements
- (d) by way of first fixed charge, the Book Debts.
- (e) by way of first fixed charge, all the Intellectual Property Rights now or in the future owned, possessed or controlled by the Chargor (whether alone or with others) anywhere in the world
- (f) by way of first fixed charge, the benefit of all agreements and licences now or in the future entered into or enjoyed by or on behalf of the Chargor relating to the use or exploitation by or on behalf of the Chargor anywhere in the world of any Intellectual Property Rights owned by others.
- (g) by way of first fixed charge all the Chargor's rights now or in the future in relation to trade secrets, confidential information, and know how in any part of the world.
- (h) by way of first fixed charge, the Plant and Machinery.
- (i) by way of first fixed charge, the Shares.
- (j) by way of first fixed charge, all Derivative Assets of a capital nature.
- (k) by way of first fixed charge, all Derivative Assets of an income nature.
- (l) by way of first fixed charge, all present and future bank accounts, cash at bank and credit balances of the Chargor (excluding those arising on fluctuating accounts) with any bank or other person and all rights relating to or attaching to them (including the right to interest).
- (m) by way of first fixed charge, all the goodwill and uncalled capital for the time being of the Chargor.
- (n) by way of first fixed charge, all present and future insurances in respect of any Fixed Charge Assets and the proceeds of such insurances.
- (o) by way of first fixed charge, all other present and future insurances and the proceeds of such insurances (other than insurances in respect of any third party liabilities)
- (p) by way of first fixed charge, the benefit of all warranties, instruments, guarantees, charges, pledges, and other security and all other rights and remedies available to the Chargor in respect of any Fixed Charge Asset.
- (q) by way of absolute legal assignment (and subject to re-assignment on redemption as provided in clause 21 of the Debenture and Guarantee), the Hedging Documents.
- (r) by way of absolute legal assignment (and subject to re-assignment on redemption as provided in clause 21 of the Debenture and Guarantee), all

rights, money or property accruing or payable to the Chargor now or in the future under or by virtue of a Fixed Charge Asset, except to the extent such rights, money or property are for the time being effectively charged under the provisions of Clauses 4.2 to 4.12 (inclusive) of the Debenture and Guarantee.

- (s) by way of first fixed charge, the Chargor's rights now or hereafter to recover any VAT on any supplies made to it relating to the Assets any tax refund, rebate or repayment, and any sums so recovered
- (t) by way of first floating charge, all the undertaking and assets of the Chargor whatsoever, wherever situate, whether movable, immovable, present or future, including, without limitation, its uncalled capital for the time being and all the undertaking and assets of the Chargor referred to above which are, for any reason, not validly charged or assigned pursuant to Clauses 4.2 to 4.13 (inclusive) of the Debenture and Guarantee.

It was noted that

- (i) the floating charge created by the Debenture and Guarantee is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.
- (ii) the assignments set out in Clauses 4.4, 4.12 and 4.13 of the Debenture and Guarantee are absolute assignments for the purposes of section 136 LPA and are not made by way of charge only.

NB: Under the terms of the Debenture and Guarantee, the Chargor gave the following covenants and undertakings

1. Dealings with Charged property

Prohibitions

Under clause 12.3(a) of the Debenture and Guarantee, the Chargor agreed that it shall not without the express prior written consent of the Security Trustee sell, transfer, lease, lend or otherwise make a Disposal of, whether by a single transaction or a series of transactions (whether related or not) the whole or any part of its business, undertaking or assets, save as permitted by clause 21.9(b) of the Credit Agreement.

2. Security

Prohibitions

Under clause 12.4(a) of the Debenture and Guarantee, it was agreed that the Chargor shall not without the express prior written consent of the Security Trustee, create, nor purport to create, nor permit to subsist any Security over any of its assets other than a Permitted Security Interest.

3. Further assurance

Under clause 7 of the Debenture and Guarantee, it was agreed that the Chargor shall at any time if required by the Security Trustee and at its own expense

- (a) execute and deliver to the Security Trustee such further legal or other mortgages, charges, assignments, securities, authorities, documents, acts and things as the Security Trustee may in its discretion require of the whole or such part of the Assets as the Security Trustee may specify, in such form as the Security Trustee in its discretion may require, which are necessary to secure the payment or discharge of the Secured Liabilities or to vest the whole or such part of the Assets in the Security Trustee, the nominee of the Security Trustee or in any purchaser from the Security Trustee or the Receiver or to perfect or protect the mortgages, charges and assignments created by the Debenture and Guarantee, and
- (b) pending the execution and delivery of any such assignments, hold such Assets upon trust for the Security Trustee or in any other manner required by the Security Trustee subject to the provisions of the Debenture and Guarantee.

4 Power of attorney

- (a) Following the occurrence of an Event of Default which is continuing, the Chargor irrevocably and by way of security appoints the Security Trustee, each person deriving title from the Security Trustee and the Receiver, jointly and severally to be its attorney (with full power to appoint substitutes and to delegate) for it, in its name, on its behalf and as its act and deed or otherwise to sign or execute any deed or document or do any act or thing which the Chargor is, or may become, obliged to sign, execute or do pursuant to the Debenture and Guarantee or which the Security Trustee, the Receiver or any person deriving title from the Security Trustee or the Receiver in the absolute discretion of such person may think fit in connection with the exercise of any of the powers of such person or the realisation of any security constituted by the Debenture and Guarantee
- (b) Without prejudice to the generality of the foregoing, the Chargor unconditionally undertakes to the Security Trustee, and separately to the Receiver and to each person deriving title from the Security Trustee or the Receiver, that it shall ratify and confirm anything done or purported to be done by any attorney appointed pursuant to the Debenture and Guarantee.

Definitions:

"Accession Deed" means a deed of accession to the Debenture and Guarantee, substantially in the form required by the Debenture and Guarantee.

"Accession Letter" means a document substantially in the form set out in Schedule 6 (Form of Accession Letter) of the Credit Agreement

"Acquisition Agreements" means:

- (a) the sale and purchase agreement dated on or before the date of the Credit Agreement relating to the sale and purchase of certain of the Target Shares and made between (1) Gary Spellins and others (2) The Duke Street Vendors (as defined therein) (3) The ICG Vendors (as defined therein) (4) the Barclays

Vendors (as defined therein) and (5) ICS Group (Bidco) Limited, and

- (b) the nine sale and purchase agreement dated on or before the date of the Credit Agreement in each case relating to the sale and purchase of certain of the Target Shares and made between ICS Group (Bidco) Limited and each of Lucie Corrie, Brian Ogden, Ian Gilfillan, Claire Holbrook, Tim Auger, Anita Thorpe, Tamsin Lord, Pamela Selfe and Rachel Truman

"Agent" means The Royal Bank of Scotland plc.

"Arranger" means The Royal Bank of Scotland plc.

"Assets" mean the whole of the property or undertaking (including uncalled share capital) which is or may from time to time be comprised in the property and undertaking of each of the Companies

"Book Debts" mean

- (a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions), both present and future, due, owing to or which may become due, owing to or purchased or otherwise acquired by any Company; and
- (b) the benefit of all rights whatsoever relating to the debts referred to above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets).

"Companies" means the Original Companies and any company that has executed an Accession Deed in favour of the Security Trustee and in each instance, each of them.

"Costs" mean all costs, fees, charges or expenses of whatsoever nature (including, without limitation, legal fees) including, without limitation, disbursements and any Value Added Tax to be charged on such costs, charges, expenses and disbursements.

"Credit Agreement" means a credit agreement dated 28 August 2008 between (amongst others) the Chargor and the Security Trustee as amended, varied, restated, supplemented, substituted, replaced or novated

"Default Rate" means the default rate of interest set out in the Credit Agreement

"Derivative Assets" mean all stocks, shares, warrants or other securities, rights, dividends, interest or other property accruing, offered, issued or deriving at any time by way of dividend, bonus, redemption, exchange, purchase, substitution, conversion, consolidation, subdivision, preference, option or otherwise attributable to any of the Shares or any Derivative Assets previously described

"Disposal" means a sale, transfer or other disposal (including by way of lease or loan) by a person of all or part of its undertaking, business or assets, whether by one transaction or a series of transactions and whether at the same time or over a period of time

"Event of Default" means any event or circumstance specified as such in Clause 23 of the Credit Agreement.

"Facility" means Facility A as made available under the Credit Agreement

"Fee Letter" means the letter dated 28 August 2008 between the Agent, ICS Group Limited and ICS Group (Bidco) Limited setting out the fees referred to in Clause 11 of the Credit Agreement.

"Finance Documents" means each of the Credit Agreement, the Security Documents, the Intercreditor Deed, the Hedging Documents, the Fee Letter, any Working Capital Facility Letter, any Accession Letter, any Accession Deed, any Resignation Letter and any other document designated as such by the Agent and ICS Group (Bidco) Limited, as amended, varied, restated, supplemented, substituted, replaced or novated, and **"Finance Documents"** shall mean all of them.

"Finance Party" means the Agent, the Arranger, the Security Trustee, a Lender or a Hedging Bank and **"Finance Parties"** shall mean all of them.

"Fixed Charge Asset" means an asset for the time being comprised within a mortgage, fixed charge or assignment by way of security created by Clause 4 or (with effect from the date of its creation) any security created pursuant to Clause 7 of the Debenture and Guarantee.

"Fixtures" mean all assets of whatsoever nature, apart from land and buildings, forming part of any freehold or leasehold property owned by any Company and deemed by law to be immovable property other than tenant's fixtures

"Group" means ICS Group Limited and its Subsidiaries (if any) from time to time and Group Companies shall be construed to include all of them.

"Hedging Bank" means any party to the Intercreditor Deed in its capacity as a Senior Hedging Bank, and **"Hedging Banks"** shall mean all of them

"Hedging Arrangements" means any and all interest rate management and/or foreign currency and/or other hedging arrangements entered into or committed to be entered into in respect of the Facility by any member of the Group as have from time to time been agreed in writing between ICS Group (Bidco) Limited, the Agent (acting on the instructions of the Majority Lenders) and the relevant Hedging Bank or Hedging Banks to constitute the Hedging Arrangements.

"Hedging Documents" means the documents detailing the terms of the Hedging Arrangements.

"Intellectual Property Rights" mean patents, trade marks or names whether or not registered or capable of registration, registered designs, design rights, domain names, copyrights, database rights, the right to apply for and applications for any of the preceding items, together with the rights in inventions, processes, software, know-how, trade or business secrets, confidential information or any process or other similar right or asset capable of protection enjoyed, owned, used or licensed by the Group and all other intellectual and industrial property rights throughout the world directly or indirectly arising from the existence or activities of any Group Company or relating to in any manner to any Group Company or its business, all licenses of the intellectual property referred to above, all future income and

proceeds from any such intellectual property and all rights to damages and profits by reason of the infringement of any such intellectual property.

"Intercreditor Deed" means the intercreditor deed dated on or about the date of the Credit Agreement between (among others) the Security Trustee, the Agent, the Lenders, the Subordinated Creditors (as defined therein) and the Group Companies regulating the respective rights and obligations of such parties

"Lender" means:

- (a) any Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 24 of the Credit Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Credit Agreement.

"LPA" means the Law of Property Act 1925.

"Majority Lenders" means the Majority Lenders as defined in the Credit Agreement

"Occupational Leases" mean all leasehold interests and other occupational rights whatsoever (including, without limitation, all licences and agreements for leases) in existence from time to time relating to the whole or any part of the Property, the immediate reversion to which is vested in a Company.

"Original Companies" mean the Chargor and those Group Companies whose names, company numbers and registered offices are set out as Original Companies in Part 1 of Schedule 1 of the Credit Agreement and **"Original Company"** shall be construed accordingly.

"Original Lender" means National Westminster Bank plc acting through its Bristol Corporate Office at 3rd Floor, 3 Temple Back East, Bristol BS1 6DZ.

"Party" means a party to the Credit Agreement.

"Permitted Security Interest" means:

- (a) the security constituted by the Debenture and Guarantee; and
- (b) any Security permitted under the Credit Agreement or otherwise consented to in writing by the Security Trustee;

"Plant and Machinery" means all plant and machinery, equipment, fittings, installations and apparatus, tools, motor vehicles and all other similar assets (other than Fixtures), wherever they are situated, which are now, or at any time after the date of the Debenture and Guarantee become, the property of any Company.

"Property" means all estates and other interests in any freehold, leasehold or other immovable property (including, without limitation, all Fixtures on such property), but excluding any interest in land in Scotland, which are now, or at any time after the date of the Debenture and Guarantee become, the property of a Company, all proceeds of sale derived from such property and the benefit of all covenants to which a Company is entitled in respect of such property, and **"Properties"** shall be construed accordingly.

"Receiver" means any receiver appointed pursuant to the Debenture and Guarantee, including, for the avoidance of doubt, a receiver and manager, a manager or an administrative receiver.

"Resignation Letter" means a letter substantially in the form set out in Schedule 7 of the Credit Agreement.

"Rights" mean all of any Company's rights, title and interest from time to time in any lease, licence or occupational right whatsoever together with the entire benefit of each Company's rights, title and interest from time to time in any renewal of, replacement of or variation to any such lease, licence or occupational right (including, without limitation, all its rights, title and interest in any Occupational Lease, agreement for any Occupational Lease and any associated agreements which may be granted by a Company or any person deriving title from a Company from time to time over or in respect of the whole or any part of the Property and any other properties (freehold or leasehold) in which a Company has an interest).

"Scheduled Property" means all the property short particulars of which are set out in Schedule 2 of the Debenture and Guarantee (if any), including, without limitation, all Fixtures on such property.

"Secured Liabilities" mean all money, debts, obligations and liabilities under each Finance Document to which any Company is a party (as the same may be amended, varied, restated, supplemented, substituted, replaced or novated) from time to time due, owing or incurred by the Companies or any of them to any Finance Party or their assignee or successor on any current or other account whatever or otherwise in any manner whatever, in each case

- (c) whether present or future;
- (d) whether alone or jointly with any other person;
- (e) whether actual or contingent;
- (f) whether as principal or as surety,
- (g) whether express or implied,
- (h) in whatever name, form or style,
- (i) in whatever currency it is denominated;
- (j) whether originally owing to the Finance Party or purchased or otherwise acquired by the Finance Party, its assignee or successor, or
- (k) otherwise;

including, without limitation:

- (a) all liabilities under or in connection with foreign exchange transactions, interest rate swaps and other arrangements entered into for the purpose of limiting exposure to fluctuations in interest or exchange rates;
- (b) all liabilities arising from the issue, acceptance, endorsement, confirmation or discount of any negotiable instruments, notes, bills, bonds, guarantees, indemnities, documentary or other credits or any instruments of any kind from time to time entered into by the Finance Party for or at the request of a Company, and
- (c) interest (which will accrue after as well as before any judgment) to the date of payment at such rates and upon such terms as may from time to time be agreed and all commission, fees and other charges and all legal and other Costs, charges and expenses on a full and unqualified indemnity basis which are incurred by the Finance Party in connection with the Secured Liabilities or generally in respect of the Company or the Security Documents (including, without limitation, legal fees) on a full indemnity basis,

but excluding any obligation which, if it were included, would result in this Deed contravening Section 151 of the Act

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Security Documents" mean all documents creating Security to be granted to the Security Trustee pursuant to Schedule 2 of the Credit Agreement, the Debenture and Guarantee, every other Guarantee and Debenture, all Keyman Insurance Assignments (as defined in the Credit Agreement), and every other document entered into in favour of the Security Trustee creating guarantees or creating Security for the obligations of the Group or any member of the Group to the Security Trustee, the Agent, and/or the Lenders from time to time

"Shares" mean the shares listed in Schedule 3 to the Debenture and Guarantee together with the entire issued share capital of each Company (other than ICS Group Limited) from time to time

"Subsidiary" means a subsidiary within the meaning of Section 736 of the Companies Act 1985.

"Target" means United Medical Holdings Limited, a company incorporated under the laws of England and Wales with registered number 06160761

"Target Shares" mean the entire issued share capital of the Target

"VAT" means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature

"Working Capital Facility Letter" means any facility letter, from time to time, setting out the terms on which a Lender may provide any Group Company with working capital facilities



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6160761
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE AND GUARANTEE
DATED 28 AUGUST 2008 AND CREATED BY UNITED MEDICAL
HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO THE ROYAL BANK OF
SCOTLAND PLC AS AGENT AND TRUSTEE FOR THE FINANCE
PARTIES ON ANY ACCOUNT WHATSOEVER 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
3 SEPTEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 SEPTEMBER
2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES