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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Pursuant to section 395 of the Companies Act 1985

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

*insert full name
of company

To the Registrar of Companies

For official use Company number

5

2985386

Name of company

* BROOKLANDS HEALTHTRACK LIMITED (the "Company")

Date of creation of the charge

29 April 1997 (the "Creation Date")

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

Debenture (the "Debenture")

Amount secured by the mortgage or charge

All the Company's obligations and liabilities to the Beneficiaries of any kind and in any currency (whether as principal or surety or incurred alone or jointly with another) including (without limitation) interest, fees, banking charges, commission and expenses.

NB In this form:

"Beneficiaries" means each of the Trustee, Robert Fleming & Co. Limited as agent, Robert Fleming Limited & Co. Limited and Lloyds' Bank plc as junior lenders and Robert Fleming & Co. Limited and National Westminster Bank plc as senior lenders and "Beneficiary" shall mean any one of them.

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

Robert Fleming & Co. Limited (the "Trustee") of 25 Copthall Avenue

London as trustee for the Beneficiaries

Postcode

EC2R 7DR

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

Stephenson Harwood
One St Paul's Churchyard
London EC4M 8SH

A811/718/83084

Time critical reference

For official use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

- 1 By way of legal mortgage, all the freehold and leasehold property on the Creation Date vested in or charged to the Company, including, if any, the Scheduled Property (as defined below).
- 2 By way of fixed charge, all estates or interests in any freehold and leasehold property on the Creation Date and in the future vested in or charged to the Company except the property referred to in paragraph 1
- 3 By way of assignment, the benefit of all covenants and rights relating to the Company's freehold and leasehold property and the benefit of all easements serving or relating to such property, subject to reassignment on redemption.
- 4 By way of assignment, the proceeds of each policy of insurance on the Creation Date or in the future issued in relation to the Company's freehold and leasehold property and the other assets charged by the Debenture subject to reassignment on redemption.
- 5 By way of assignment, all the plant, machinery, fixtures, fittings, furniture, vehicles, computers, equipment, implements and utensils on the Creation Date and in the future belonging to the Company and all right, title and interest of the Company under any agreements (present or future) relating to the purchase, lease or hire-purchase of the same (save to the extent that the terms of any such agreement prohibits such assignment) subject to reassignment on redemption.

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed Stephenson Harwood

Date 9 May 1997

On behalf of ~~[company]~~ [mortgagee/chargee] † Solicitors for the Trustee

† 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.

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

**Particulars of a charge
(continued)**

Please do not
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Continuation sheet No 1
to Form No 395 and 410 (Scot)

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

Company Number

2985386

Name of Company

BROOKLANDS HEALTHTRACK (the "Company")

Limited*

* delete if
inappropriate

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

Please do not
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Please complete
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bold block lettering

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1. Please do not
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Names and addresses of the persons entitled to the charge (continued)

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

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

- 6 By way of fixed charge, all the goodwill and uncalled capital of the Company present and future.
- 7 By way of fixed charge, all shares, stock, debentures and other securities (whether, without limitation, certificated or uncertificated or units of security in an account or balance (whether held as a member or by a nominee) within the system operated by CRESTCo Limited or any other clearing, settlement or transfer system whatsoever and wherever situated) on the Creation Date and in the future belonging to the Company.
- 8 By way of fixed charge, all choses in action, claims and intellectual property rights on the Creation Date and in the future belonging to the Company.
- 9 By way of assignment, the benefit of any interest rate swap or other agreement with any Beneficiary or any third party for protecting or hedging the Company's liability to pay interest to the Beneficiaries at any time, subject to reassignment on redemption.
- 10 By way of fixed charge, all book debts and other debts on the Creation Date and in the future owing to the Company and the proceeds of payment or realisation of each of them until the payment of such proceeds into a designated proceeds account.
- 11 By way of assignment, without limiting the generality of paragraph 8 above, all the Company's right, title and interest under all contracts, appointments, warranties and other documents to which the Company is a party relating to any development of any freehold or leasehold property (save to the extent that the terms of any such document prohibits such charging) and all rights and claims under or associated with the same, subject to reassignment on redemption.
- 12 By way of fixed charge, all funds standing to the credit of the Company from time to time on any account with the Trustee or any of the Beneficiaries or any other bank or financial institution, including the designated proceeds account.
- 13 By way of fixed charge, all negotiable instruments at any time drawn, issued or endorsed in favour of, or held by or on behalf of, the Company, including any such instruments which at any time have been deposited with the Trustee or any of the Beneficiaries (whether or not endorsed to the Trustee or any of the Beneficiaries).
- 14 By way of floating charge, all the undertaking and all property, assets and rights of the Company present and future wherever situate not from time to time subject to a mortgage, fixed charge or assignment under the Debenture.

(together the "Charged Property").

Notes

- 1 The Debenture contains covenants by the Company that it will:-
 - 1.1 not without the previous written consent of the Trustee create or permit to arise or continue any Encumbrance (other than certain specified security documents and liabilities on leasing lease purchase or hire purchase agreements in the ordinary course of business) affecting the Charged Property or increase or extend any liability of the Company secured on any of the Charged Property;
 - 1.2 not without the previous written consent of the Trustee deal with the Company's book debts and other debts otherwise than by collecting them in the ordinary course of the Company's business or (without limitation) realise its book debts and other debts by means of book discounting, factoring or the like;
 - 1.3 pay into the designated proceeds account the proceeds of payment or realisation of all the Company's book debts and other debts.
- 2 The Debenture gives the Trustee power to appoint an administrative receiver.

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COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

**Particulars of a charge
(continued)**

Please do not
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Continuation sheet No 2
to Form No 395 and 410 (Scot)

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

Company Number

2985386

Name of Company

BROOKLANDS HEALTHTRACK (the "Company")

Limited*

* delete if
inappropriate

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

Please do not
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Names and addresses of the persons entitled to the charge (continued)

Please complete
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Notes (continued....)

- 3 In the Debenture, "Encumbrance" includes any mortgage, charge (fixed or floating), pledge, hypothecation or lien and any other arrangement or interest (whether by way of assignment, trust, title retention or otherwise) which has the effect of creating security or payment priority and any sale and leaseback, sale and repurchase or deferred purchase arrangements and any other agreement or arrangement having a similar effect or any other agreement having substantially the same economic effect as any of the foregoing but excluding any such arrangements or agreements entered into in the ordinary course of business and excluding any liens or provisions for retention of title reserved by suppliers in the ordinary course of business.
- 4 In this form "Scheduled Property" means land at Brooklands Road, Weybridge, Surrey together with the buildings and erections thereon or on any part thereof from time to time (Title No SY602062).

Please complete
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(83087)

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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. 02985386

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 29th APRIL 1997 AND CREATED BY BROOKLANDS HEALTHTRACK LIMITED FOR SECURING ALL THE COMPANY'S OBLIGATIONS AND LIABILITIES TO ROBERT FLEMING & CO. LIMITED AS TRUSTEE FOR THE BENEFICIARIES (AS DEFINED) OF ANY KIND AND IN ANY CURRENCY (WHETHER AS PRINCIPAL OR SURETY OR INCURRED ALONE OR JOINTLY WITH ANOTHER) INCLUDING (WITHOUT LIMITATION) INTEREST, FEES, BANKING CHARGES, COMMISSION AND EXPENSES WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 12th MAY 1997.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14th MAY 1997.

R. N. Owens
RICHARD NEIL OWENS

for the Registrar of Companies



COMPANIES HOUSE

14/5
AP
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