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Please complete
legibly, preferably
in black type, or
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*insert full name
of Company

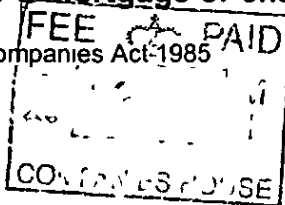
COMPANIES FORM No. 395

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.

Pursuant to section 395 of the Companies Act 1985

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



For official use



Company number

6068885

081398/91

Name of company

* MILECARE LIMITED (the "Company")

Date of creation of the charge

17 April 2007

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

Debenture dated 17 April 2007 between the Company (1) and Capmark Bank Europe, Plc as Agent of the
Finance Parties (as defined therein) (2) (the "Debenture")

Amount secured by the mortgage or charge

Please see Appendix 1 attached

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

Capmark Bank Europe, Plc Commerzbank House, IFSC, Guild Street, Dublin 1, Ireland

Postcode

Presentor's name address and
reference (if any)

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

CB11/30716 90

Time critical reference

For official Use (02/00)

Mortgage Section

Post room

FRIDAY



A47

ANTEP9N

04/05/2007

689

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see Appendix 2 attached

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in black type, or
bold block
lettering**

Particulars as to commission allowance or discount (note 3)

N/A

Signed Burys Salmon LLP

Date 02/05/07

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ (chargee) †

*A fee is 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 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

**Form M395
Particulars of mortgage or charge
(continuation)**

MILECARE LIMITED (the "Company")

CAPMARK BANK EUROPE PLC as agent for the Finance Parties (the "Agent")

Definitions

In these appendices and definitions unless the context otherwise requires

- (a) references to this Deed shall be references to the Debenture unless the context otherwise requires,
- (b) references to clauses shall be references to clauses of the Debenture or where stated of the Facility Agreement unless the context otherwise requires,
- (c) words importing the plural shall include the singular and vice versa

"Account" means the account or accounts whose details appear in Schedule 4 of the Debenture which are as follows

The Accounts as set out below with Barclays Bank plc in the name of the Company

General Account

Account Number 20818356

Sort Code 206582

Rent Account

Account Number 40936154

Sort Code 206582

Sale Proceeds Account

Account Number 60497657

Sort Code 206582

Security Account

Account Number such Account Number to be designated as the Security Account

Sort Code 206582

Milecare VAT Account

Account Number 90350850

Sort Code 206582

and any other account which the Company and the Agent have designated as an Account,

"Assigned Contract" means the contracts and agreements listed in Schedule 2 (which is intentionally left blank),

"Borrower" means Milecare Limited Partnership (and others) acting by its general partner Milecare Limited,

"Charged Balance" means the balance for the time being of the Accounts including all interest thereon,

"Charged Property" means the Accounts, the Charged Balance and all the other property, assets and rights of the Company charged hereunder,

"Collateral Instruments" means negotiable and non-negotiable instruments, guarantees, indemnities and other assurances against financial loss and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any liabilities of any person and includes any document or instrument creating or evidencing a Security Interest,

"Debenture" means the Debenture dated 17 April 2007 between the Company and Capmark Bank Europe, Plc as agent of the Finance Parties,

"Debts" means the assets of the Company described in clause 3 1(d) and 3 1(i) (as set out in paragraph 1 1(d) and 1 1(i) of Appendix 2) of the Debenture,

"Event of Default" has the meaning given to it in the Facility Agreement,

"Enforcement Date" means the date on which the Agent demands the payment or discharge of all or any part of the Secured Obligations or, if earlier, the date on which a formal step is taken by any person with a view to placing the Company into administration,

"Facility Agreement" means the facility agreement dated 17 April 2007 as amended, supplemented or restated and made between the Milecare Limited Partnership (and others) acting by its general partner Milecare Limited (as Borrowers) (1), Milecare Limited (and others) (as General Partners) (2), Fabtown Limited and Lordclass Limited (and others) (as Nominees) (3), Capmark Bank Europe, plc as Arranger (4), Capmark Bank AB No 2 Limited as the Original Lender (5), Capmark Bank Europe, plc as Agent for the Finance Parties (6), and Capmark Finance Inc as Original Hedge Counterparty (7) pursuant to which the Lenders agree to make available to the Borrower the Loan Facilities (as defined therein),

"Finance Documents" means

- (d) the Facility Agreement,
- (e) the Fee Letters,
- (f) any Fixed Rate Letter,
- (g) any Hedging Arrangements,
- (h) the Security Documents,
- (i) any Hedge Counterparty Accession Agreement,

- (j) any Additional Property Request,
- (k) any Obligor Accession Agreement, and
- (l) any other documents designated as such by the Agent and any Borrower,

each as defined in the Facility Agreement,

"Finance Parties" means the Arranger, the Agent, the Hedge Counterparty and a Lender (each as defined in the Facility Agreement) and **"Finance Party"** shall mean any one of them as the context so requires,

"Floating Charge Assets" means the assets of the Company from time to time expressed to be charged by the Debenture by way of a floating charge,

"Guarantee" means the guarantee and indemnity contained in the Facility Agreement under which each Guarantor guarantees the obligations of the Borrower to the Finance Parties,

"Hedging Arrangement" has the meaning given to it in the Facility Agreement,

"Hedging Counterparty" has the meaning given to that term in the Facility Agreement (and "Hedging Counterparties" shall be construed accordingly),

"Hedging Proceeds" means all moneys whatsoever (in whatever currency) payable by the Hedging Counterparty to the Company under or in connection with the Hedging Arrangements,

"Insurances" means all present and future contracts or policies of insurance (including life policies) in which the Company from time to time has an interest,

"Majority Lenders" has the meaning given to that term in the Facility Agreement,

"Occupational Leases" means any Unconditional Agreement for Lease (as defined in the Facility Agreement) or occupational lease or licence to which a Property may be subject from time to time,

"Permitted Security Interest" means

- (a) Security Interests arising under the Security Documents,
- (b) Liens arising by operation of law in the ordinary course of business and securing amounts not more than 120 days overdue,
- (c) Rights of set-off arising in the normal course of business and the aggregate amount of which is not material or netting arrangements arising in the ordinary course of banking business for cash management purposes, whether arising by operation of law or contract,
- (d) Security Interests arising by way of retention of title to goods by the supplier of goods where those goods are supplied subject to the retention of title and are acquired in the ordinary course of business,
- (e) Security Interests created or outstanding with the prior written consent of the Majority Lenders

"Property" means the assets of the Company described in Schedule 3 of the Debenture (which is intentionally left blank) (and **"Property"** shall be construed accordingly),

"Receiver" means any one or more receivers and/or managers or administrative receivers or administrators appointed by the Agent pursuant to this Deed in respect of the Company or over all or any of the Charged Property,

"Rental Income" has the meaning given to it in the Facility Agreement,

"Secured Obligations" means all moneys, obligations and liabilities covenanted to be paid or discharged by the Company under or pursuant to clause 2,

"Security Documents" means

- (f) the Debentures,
- (g) the Duty of Care Deeds,
- (h) the Legal Charges,
- (i) the Share Charges (each as defined in the Facility Agreement), and
- (j) any other document designated as such by both the Agent and the relevant Borrower,

"Security Interest" means any mortgage, standard security, pledge, lien, charge, assignment, assignation, hypothecation or security interest or any other security agreement or security arrangement,

Appendix 1

Amount Secured by Charge

- 1 Under clause 2.1 of the Debenture the Company has covenanted that it will on demand pay to the Agent for the account of the Finance Parties and the Agent all monies and discharge all obligations and liabilities now or in the future due, owing or incurred to the Agent and each of the Finance Parties or any of them under or in connection with the Finance Documents without limit (and irrespective of any amendment, supplement or novation, any increase in or change in the nature of the amount secured) 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, future or contingent, joint or several, incurred as principal or surety, originally owing to the Agent or any Finance Party or purchased or otherwise acquired by any of them, denominated in Sterling or in any other currency or incurred on any banking or other account or in any other manner whatsoever
- 2 Under clause 2.2 of the Debenture the liabilities referred to in clause 2.1 of the Debenture shall, without limitation, include all liabilities arising under the Debenture and the Finance Documents and Guarantee, interest (both before and after judgement) from the date such liabilities are due, owing or incurred up to the date of payment at such rates and upon such terms as specified in the relevant Finance Document and all legal, administrative and other costs, charges and expenses on a full and unqualified indemnity basis which may be incurred by the Agent or any of the Finance Parties in relation to any such moneys, obligations or liabilities or the release of all or any of the Charged Property or the enforcement of the security hereby created or generally in respect of the Company or otherwise incurred in dealing with any matter in relation to the Debenture
- 3 The Company shall pay interest at the rate referred to in clause 2.2 of the Debenture on the moneys so due (whether before or after any judgement) on such days as the Agent shall determine without prejudice to the right of the Agent to require payment of such interest, all such interest shall be compounded (both before and after any demand or judgement) on such days as the Agent shall from time to time determine

Appendix 2

Schedule of Property Charged

1 CHARGES

1.1 Fixed charge

The Company with full title guarantee has charged to the Agent (as agent of the Finance Parties and itself) by way of a first fixed charge (and, as applicable, as regards all those parts of the freehold and leasehold property in England and Wales now vested in the Company by way of first legal mortgage) as a continuing security for the payment and discharge of the Secured Obligations, the following assets from time to time owned by the Company or in which the Company may from time to time have an interest (beneficial or otherwise and the proceeds of sale or realisation thereof)

(a) Property

All present and future freehold and leasehold property of the Company situate in England and Wales and all liens, charges, options, agreements, rights and interests in or over land or the proceeds of sale of land situate in England and Wales and all buildings, fixtures (including trade and tenant's fixtures) and fixed plant and machinery from time to time on such property or land together with all rights, easements and privileges appurtenant to, or benefiting, the same including all options, agreements, liens, mortgages and charges in relation thereto and the proceeds of sale or disposal thereof and shall include the Property details of which are set out in Schedule 3 of the Debenture (which is intentionally left blank),

(b) Plant and machinery

All present and future

- (i) plant,
- (ii) machinery,
- (iii) vehicles,
- (iv) tools,
- (v) computer equipment,
- (vi) office equipment, and
- (vii) other equipment,

of the Company and the benefit of all contracts and warranties relating to the same wherever situated and whether or not affixed to any property and all rights and interests of the Company in any plant and machinery which is hired, leased or rented by the Company from third parties including, without prejudice to the generality of the foregoing, the Company's right to any refunds of rentals or other payments,

(c) Securities

All present and future stocks, shares, bonds, certificates of deposit, derivatives, depository receipts and securities of any kind whatsoever whether marketable or otherwise and all other interests and rights (including but not limited to loan capital or indebtedness or liabilities in any manner owing) in any person, including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all rights, money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, income, interest or otherwise in respect thereof and all property and rights in respect of any account held by the Company as participant, beneficiary, nominee or trustee participant with any clearance or settlement system,

(d) Book debts

All present and future book debts due or owing to the Company or in which the Company is legally, beneficially or otherwise interested and the proceeds thereof, whether actual or contingent, whether arising under contracts or in any other manner whatsoever and whether originally owing to the Company or purchased or otherwise acquired by it and all things in action which may give rise to any book debt together with the full benefit of any Security Interests, Collateral Instruments and any other rights relating thereto including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and similar and associated rights,

(e) Insurances

All monies from time to time payable to the Company under or pursuant to the Insurances including without limitation the refund of any premiums,

(f) Goodwill and uncalled capital

All goodwill and uncalled capital of the Company,

(g) Agreements

The benefit of all guarantees, indemnities, rent deposits, agreements, contracts, undertakings and warranties including the Assigned Contracts specified in Schedule 2 of the Debenture (which is intentionally left blank) and the Hedging Arrangements (including without limitation the Hedging Proceeds),

(h) Cash

All bank accounts (including the Account), cash at bank and all credit balances (including the Charged Balance) on any account with the Agent or any Finance Party or with any other person whatsoever (notwithstanding that the existence of such an account may be in breach of the Debenture) including the proceeds of book debts, revenues and claims charged pursuant to clause 3 1(d) (as set out in paragraph 1 1(d) above) of the Debenture which proceeds shall, on payment into the Account cease to be subject to the charge in clause 3 1 (d) (as set out in paragraph 1 1(d) above) of the Debenture but shall be subject to the charge in clause 3 1(h) (as set out in this paragraph 1 1(h)) of the Debenture,

(i) Intellectual Property Rights

All present and future patents, trade marks and service marks, trade names, brand names, domain names, registered designs, design rights, copyrights,

computer programs, know-how, inventions, formulas and trade secrets and all other industrial or intangible property or rights (whether registered or not),

(j) Other debts and contracts

All other debts, claims, rights and choses in action both present and future of the Company or in which the Company is legally, beneficially or otherwise interested over and above the debts referred to in clause 3 1(d) (as set out in paragraph 1 1(d) above) of the Debenture and the proceeds thereof including, without prejudice to the generality of the foregoing, deposits and credit balances held by the Company with the Agent or any third party (and whether jointly or otherwise and whether in the Account or otherwise) from time to time, any amounts owing to the Company by way of rent, licence fee, service charge or otherwise in respect of any of the Property and all rights and the proceeds of such rights actual or contingent arising under or in connection with any contract whatsoever in which the Company has any right, title or interest whether of insurance or otherwise and any amounts owing or which will come into the Company by way of damages, compensation or otherwise and the benefit of all rights relating to such debts, claims, rights and choses in action

1.2 Assignment

- (a) The Company with full title guarantee as a continuing security for the payment and discharge of the Secured Obligations has assigned to the Agent (as agent of the Finance Parties and itself) the following assets, both present and future, from time to time owned by the Company or in which the Company may have an interest

(i) Rental Income

All the Company's right, title and interest in and to the Rental Income and any guarantee of any Rental Income contained in or relating to any Occupational Lease,

(ii) Hedging Agreements

All the Company's right, title and interest in and to the Hedging Agreements (including without limitation the Hedging Proceeds),

(iii) Assigned Contracts

All the Company's right, title and interest in and to the Assigned Contracts,

(iv) Accounts

All the companies rights and interests in and to all moneys (including interest) from time to time standing to the credit of the Accounts and the debt or debts represented by them,

(v) Goodwill and uncalled capital

All goodwill and uncalled capital of the Company, and

(vi) Insurances

All monies from time to time payable to the Company under or pursuant to the Insurances including, without limitation, the refund of any premiums

- (b) To the extent that any such right, title and interest described in clause 3 2(a)(ii) and 3 2(a)(vi) (as set out in paragraph 1 2(a)(ii) and 1 2(a)(vi) above) of the Debenture is not assignable or capable of assignment, such assignment purported to be affected by clauses 3 2(a)(ii) and 3 2(a)(vi) of the Debenture shall operate as
- (i) in the case of the Assigned Contracts, an assignment of any and all damages, compensation, remuneration, profit, rent or income which the Company may derive from the Assigned Contracts or be awarded or entitled to in respect of the Assigned Contracts, and
 - (ii) in the case of the Insurances, an assignment of any and all proceeds of the insurances received by the Company subject to the terms of any Occupational Leases and save for any proceeds of such insurances properly payable to any third party and to which the Company has no right, title or interest,

in each case is continuing security for the payment and discharge of the Secured Obligations

1.3 Floating charge

- (a) The Company with full title guarantee has charged to the Agent (as agent of the Finance Parties and itself) by way of a first floating charge as a continuing security for the payment and discharge of the Secured Obligations its undertaking and all its property, assets and rights whatsoever and wheresoever both present and future, other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment pursuant to clauses 3 1 and 3 2 of the Debenture (as set out in paragraph 1 1 and 1 2 above) or otherwise pursuant to the Debenture. The floating charge contained in clause 3 3 of the Debenture (as set out in this paragraph 1 3) is a "Qualifying Floating Charge" within the meaning of paragraph 14 of Schedule B1 to the Insolvency Act 1986, and that paragraph shall apply to the Debenture
- (b) Notwithstanding anything else contained in the Debenture
- (i) the floating charge created by the Debenture may not be converted into a fixed charge solely by reason of
 - (A) the obtaining of a moratorium in respect of the Company pursuant to Section 1A to the Insolvency Act 1986, or
 - (B) anything done with a view to obtaining such a moratorium,
 - (ii) the Agent (as agent of the Finance Parties and itself) is not entitled to appoint a receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) in respect of the Company pursuant to Section 1A of Schedule A1 to the Insolvency Act 1986 except with the leave of the court

1.4 Conversion of floating charge by notice

Subject only to clause 3 3(b) (as set out in paragraph 1 3(b) above) , notwithstanding anything expressed or implied in the Debenture, the Agent shall be entitled at any time by giving notice in writing to the Company to convert the floating charge over all or any

part of the Floating Charge Assets into a fixed charge as regards the assets specified in such notice

1.5 Automatic conversion of floating charge

Subject only to clause 3 3(b) (as set out in paragraph 1 3(b) above), the floating charge contained in the Debenture shall automatically and without notice be converted into a fixed charge in respect of any Floating Charge Assets -

- (a) which shall become subject to a Security Interest other than a Permitted Security Interest or to a disposition contrary to the provisions of clause 3 8 of the Debenture (as set out in paragraph 1 6 below),
- (b) if and when any person levies or notifies the Company that it intends to levy any distress, execution, sequestration or other process against any of the Charged Property, or
- (c) if any of the Secured Obligations become due and outstanding prior to their stated maturity, or
- (d) if an Event of Default has occurred or is continuing

1.6 Negative Pledge and Restrictions on dealing with Charged Property

The Company has covenanted with the Agent (as agent of the Finance Parties and itself) that (save in respect of Permitted Security Interests) it will not without the prior consent in writing of the Agent

- (a) dispose of, or create or attempt to create or permit to subsist or arise any Security Interest on or over, the Debts or any part thereof or the equity of redemption in respect thereof or release, set off or compound or deal with the same otherwise than in accordance with clause 8 1(a) (Obligations) of the Debenture and where the Agent makes a payment at the request of the Company which is debited to any account with the Agent for the time being in credit, the Agent shall be deemed to have given any necessary consent for such payment unless it was made as a result of some mistake of fact on behalf of the Agent,
- (b) create or attempt to create or permit to subsist in favour of any person other than the Agent any Security Interest (except a lien arising by operation of law in the ordinary course of trading of the Company over property other than land) on or affecting the other Charged Property or any part thereof or the equity of redemption in respect thereof, or
- (c) dispose of the other Charged Property or any part thereof or the equity of redemption in respect thereof or attempt or agree so to do except in the case of
 - (i) Floating Charge Assets which may, and subject to the other provisions of the Debenture, be disposed of for full value in the ordinary course of business save that the Company may not dispose of the whole or any material part of the Floating Charge Assets whether by a single transaction or a number of transactions whether related or not, and
 - (ii) disposals permitted by the terms of the Facility Agreement,

- (d) assign or create a Security Interest over, or otherwise deal with the income from any lease or tenancy of, any of the Property

1.7 Trust

The Company shall hold on trust for the Agent all moneys realised in respect of the Debts

1.8 Trust period

The Trust referred to in clause 3.9 of the Debenture (as set out in paragraph 1.7 above) (and any other trusts declared in the Debenture) shall, pursuant to section (1) of the Perpetuities & Accumulations Act 1964, be for a period of 80 years

2 UNDERTAKINGS

2.1 Obligations

Save as otherwise provided in the Debenture the Company has undertaken with the Agent (as agent of the Finance Parties and itself) for the continuance of the security created by the Debenture, that the Company will

- (a) Security rights and disposals

Not without the prior written consent of the Agent

- (i) assign or create a Security Interest over, or otherwise deal with the income from any lease or tenancy of, the Property, or
- (ii) permit or agree to any variation of the Rights attaching to the whole or any part of the Charged Property,

3 FURTHER ADVANCES

The Agent and each of the Finance Parties is under an obligation contained in, and subject to, the terms of the Facility Agreement to make further advances to the Company and the security created by the Debenture has been made for securing such further advances. The Agent and each of the Finance Parties under the Debenture apply to Chief Land Registrar in the following terms

"Capmark Bank Europe, plc of Commerzbank House, IFSC, Guild Street, Dublin 1 as arranger and agent of the Finance Parties and the Finance Parties (as defined in Facility Agreement dated [17 April 2007] as amended, supplemented or restated from time to time and made between the Milecare Limited Partnership (and others) acting by its general partner Milecare Limited (as Borrowers) (1), Milecare Limited (and others) (as General Partners) (2), Fabtown Limited and Lordclass Limited (and others) (as Nominees) (3), Capmark Bank Europe, plc as Arranger (4) Capmark Bank AB No 2 Limited as the Original Lender (5) Capmark Bank Europe, plc as Agent for the Finance Parties (6) and Capmark Finance Inc as Original Hedge Counterparty (7) are under an obligation to make further advances and application is made to the Registrar for a note to be entered on the register to that effect "

4 FURTHER ASSURANCE

The Company shall

- (a) if and when required by the Agent, execute and deliver such further Security Interests and assurances in favour of the Agent (for the benefit of the Finance Parties and itself) and do all such acts and things (including giving any notices and taking such steps) as the Agent shall from time to time require (with any documents being in such form as the Agent shall require) over or in relation to all or any of the Charged Property to secure the Secured Obligations or to perfect or protect the security intended to be created by the Debenture over the Charged Property or any part thereof or to facilitate the realisation of the same, and
- (b) at any time on or after the Enforcement Date do and execute all acts, deeds and documents which the Agent may then require to facilitate the realisation of the Charged Property

5 POWER OF ATTORNEY

5.1 The Company, by way of security, hereby irrevocably appoints each of the Agent and any Receiver severally (and each Receiver severally if there is more than one) to be its attorney in its name and on its behalf

- (a) to execute and complete any documents or instruments which the Agent or such Receiver may require for perfecting the title of the Agent to the Charged Property or for vesting the same in the Agent, its nominees or any purchaser,
- (b) to sign, execute, seal and deliver and otherwise perfect any further security document referred to in clause 10 (as set out in paragraph 4 above), and
- (c) otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Agent or a Receiver under the Debenture or which may be deemed expedient by the Agent or a Receiver in connection with any disposition, realisation or getting in by the Agent or such Receiver of the Charged Property or any part thereof or in connection with any other exercise of any power under the Debenture

5.2 Ratification

The Company ratifies and confirms and agrees to ratify and confirm all acts and things which any attorney as is mentioned in clause 15.1 (as set out in paragraph 5.1 above) of the Debenture shall lawfully do or purport to do in the exercise or purported exercise of his powers under such clause

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 06068885

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 17th APRIL 2007 AND CREATED BY MILECARE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CAPMARK BANK EUROPE PLC AND EACH OF THE FINANCE PARTIES OR ANY OF THEM 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 4th MAY 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th MAY 2007

PDW



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES