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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.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

2111

01019844

Name of company

* KCS Management Systems Limited (the "Company" which together with the companies listed in Appendix 1 the "Chargors")

Date of creation of the charge

18 May 2005

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

A debenture dated 18 May 2005 between the Chargors and the Security Trustee, as defined below (the "Debenture")

Amount secured by the mortgage or charge

All indebtedness or liability whatsoever as at the date of the Debenture or thereafter due, owing or incurred to the Beneficiaries (or any of them) by each of the Chargors under each or any of the Loan Notes Instrument, Loan Notes and Security Documents in whatsoever manner in any currency or currencies together with all interest accruing therein and all costs, charges and expenses incurred in connection therewith ("Secured Obligations").

Capitalised terms as defined in Appendix 2.

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

Northern Venture Managers Limited, registered number 2201762, whose registered office is at Northumberland House, Princess Square, Newcastle upon Tyne (the "Security Trustee")

Postcode NE1 8ER

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

Eversheds LLP
Senator House
85 Queen Victoria Street
London
EC4V 4JL

Doc. No. 1610839

Time critical reference
QUEKV/101414.010002

For official Use (02/00)
Mortgage Section

Post room



A11
COMPANIES HOUSE

0744
01/06/05



395

Short particulars of all the property mortgaged or charged

See Appendix 2 attached.

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)

Nil

Signed

EVERSHEDS LLP

Date

31 May 2005

On behalf of ~~XXXXXXXXXXXXXXXXXXXX~~ [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**

Company Name: KCS Management Systems Limited

Company No. 01019844

Appendix 1 to Form 395
Particulars of a mortgage or charge

Group Companies

Name of Company	Company Registration Number	Registered Office Address
KCS Global Holdings Limited	05342441	20 Old Mill Square, Storrington, Pulborough, West Sussex RH20 4NQ
KCS Global Limited	03805230	20 Old Mill Square, Storrington, Pulborough, West Sussex RH20 4NQ
KCS Connect Limited	04372726	20 Old Mill Square, Storrington, Pulborough, West Sussex RH20 4NQ
JCS Management Services Limited	2186149	20 Old Mill Square, Storrington, Pulborough, West Sussex RH20 4NQ

Company Name: KCS Management Systems Limited

Company No. 1019844

Appendix 2

The Company together with the Chargors listed in Appendix 1, with full title guarantee, and as security for the payment and discharge of the Secured Obligations, charges:-

1. By way of legal mortgage all freehold and leasehold land as at the date of the Debenture vested in it together with all buildings fixtures, fittings and fixed plant and machinery now or at anytime afterwards on it other than subject to an Exclusion. This includes (without limitation) all the properties comprised in the following title at H.M. Land Registry; title number SGL650337 leased to the Company and the unregistered property known as offices 3,4 and 23 Lancaster Centre, Meteor Business Park, Storrington, Gloucestershire licenced to KCS Connect Limited subject only to the other mortgages or matters (if any) mentioned in Part 2 of Schedule 1 of the Debenture (legal mortgages contained in separate debentures dated on or about the date of the Debenture entered into between each Chargor and HSBC Bank plc).
2. By way of first fixed charge, the chattels (including all additions and improvements to, and replacements of, them from time to time), securities, intellectual property and/or other property mentioned in Schedule 2 of the Debenture (none specified).
3. By way of first fixed charge (except as already charged above):-
 - 3.1 All the present and future right, title and interest of the Company in or to any freehold or leasehold land or other immovable property wherever situated and all fixtures, fittings and fixed plant and machinery now or at any time afterwards on it (other than any subject to an Exclusion unless and until the same is satisfied).
 - 3.2 All chattels as at the date of the Debenture or at any time afterwards belonging to the Company. This excludes any of them for the time being forming part of the stock in trade or work-in-progress of the Company or which are, for the

time being, otherwise effectively charged by way of legal mortgage or fixed charge by the Debenture.

- 3.3 The benefit of all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to any land or other property mentioned above and/or to any trade or business from time to time carried on by the Company (other than any subject to an Exclusion unless and until the same is satisfied).
- 3.4 All book debts and other debts and monetary claims and any rents, licence fees or other payments due from any lessee, licensee or occupier of any immovable property wherever situated as at the date of the Debenture or at any time afterwards due owing or incurred to the Company. In addition, the full benefit of all guarantees and securities for them and all liens, reservations of title and other rights enabling the Company to enforce any such debts or claims (collectively called the "debts"). This excludes such debts and claims (if any) as the Security Trustee may from time to time have agreed in writing with the Company which shall not be subject to this fixed charge and also such debts and claims as charged in accordance Clause 3.1.3.5 of the Debenture.
- 3.5 Any credit balance on any account of the Company with the Security Trustee.
- 3.6 Any credit balance on any account of the Company with any bank or other person.
- 3.7 All goodwill and uncalled capital for the time being of the Company.
- 3.8 All stocks, shares, debentures, bonds, loan capital and other securities of any description of any other person (including, without limitation, any subsidiary or subsidiary undertaking of the Company). In addition,
 - (a) all rights to subscribe to or convert other securities into or otherwise acquire any such securities as at the date of the Debenture or at any time afterwards belonging to the Company,
 - (b) all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to, any of these (together

with any securities mentioned in Schedule 2 of the Debenture, collectively called, the "securities" (none specified)).

- 3.9 All letters patent, trademarks, service marks, designs, utility models, copyrights, design rights, applications for registration of any of them and the right to apply for them in any part of the world. In addition, moral rights, inventions, confidential information, know-how and rights of a similar nature arising or subsisting anywhere in the world in relation to all or any of the above (whether registered or unregistered) as at the date of the Debenture or at any time afterwards belonging to the Company (together with any of the same mentioned in the Schedule 2 of the Debenture, collectively called the "intellectual property" (none specified)).
- 3.10 All policies of life insurance or assurance and all rights and claims to which the Company is as at the date of the Debenture, or may at any time afterwards, become entitled in relation to the proceeds of them or of any other policies of insurance of any description (including, without limitation, the insurances mentioned to in Clause 8.1.1 of the Debenture).
- 3.11 All rights and other property to which the Company is now, or may at any time afterwards, become entitled as a result of, or in connection with, any proceedings threatened or commenced under the Insolvency Act 1986 or any similar legislation in any jurisdiction.
- 3.12 The benefit of all agreements for the provision by the Company to any person of any loan or credit or other financial accommodation of any description (including, without limitation, any finance leases and hire or hire-purchase agreements) now, or at any time afterwards, entered into by the Company.
- 3.13 The proceeds of sale of any property mentioned above.
4. By way of floating charge, all the undertaking of the Company and all its property whatsoever and wheresoever both present and future. This will not include any part of the same which is, for the time being, effectively charged by way of legal mortgage or fixed charge by the Debenture and recognised as effectively so charged under the laws of the jurisdiction in which the same is situated.

Restrictions

5. The Company shall not, except with the prior written consent of the Security Trustee:-
- 5.1 create, or attempt to create, or allow to subsist over all or any of the charged property, any mortgage, charge, lien, pledge or other security other than the Debenture and the mortgages or matters (if any) mentioned in Part 2 of Schedule 1 of the Debenture (legal mortgages contained in separate debentures dated on or about the date of the Debenture entered into between each Chargor and HSBC Bank plc); or
 - 5.2 allow any tangible property, forming part of the fixed charged property, to leave the possession of the Company (except for the purpose of necessary repair or maintenance) or to be used by any person other than the Company or for any purpose other than in connection with the business of the Company; or
 - 5.3 release, exchange, compound, set off, grant time or agree to any other arrangement in respect of, or in any other way deal with, all or any of the debts except as expressly allowed by the Debenture; or
 - 5.4 part with, hire, lend, sell, assign or dispose of all, or any part of (or any right, title or interest in), the fixed charged property or all, or (except by a sale or disposal in the ordinary course of the Company's business and for the purpose of carrying on the same) any part of the remainder of the charged property.
 - 5.5 The Debenture is entered subject to, and with the benefit of, the terms of the Subordination Deed.

The following Definitions are used in this Form 395:

"Beneficiaries" means the parties listed in Part II of Schedule 1 of the Security Trust Deed and any person who becomes a Beneficiary in accordance with Clause 4.4 of the Debenture.

"Exclusion" means a legal, valid and binding restriction on the creation of Security over an asset existing as at the date of this Debenture without the consent of a third party (other than a member of the Group), breach of which would materially impair or

destroy property or other rights of the Chargor in relation to or in connection with such asset.

“Group” means the Company and those listed in Appendix 1 for the time being.

“Loan Notes” means the £4,025,667 variable rate subordinated guaranteed secured loan notes 2010 to be issued by KCS Global Holdings Limited to the Beneficiaries pursuant to and to be constituted by the Loan Note Instrument.

“Loan Notes Instrument” means the instrument dated on or about the date of this Deed pursuant to which the Beneficiaries are to subscribe for and KCS Global Holdings Limited is to issue the Loan Notes.

“Mortgage of Life Policy” means the mortgage between KCS Global Holdings Limited and the Security Trustee.

“Security Documents” means the cross guarantee given by the Chargors as described in the Loan Note Instrument, the Debenture and the Mortgage of Life Policy.

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

“Security Trust Deed” means a security trust deed dated on or about the date of this Deed between (1) the Security Trustee, (2) the Beneficiaries and (3) the Chargors.

“Subordination Deed” means a deed entered into on 19 May 2005 between, amongst others, HSBC Bank Plc, the Security Trustee, the Chargors and the Beneficiaries.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01019844

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 18th MAY 2005 AND CREATED BY KCS MANAGEMENT SYSTEMS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE BY EACH OF THE CHARGORS TO THE BENEFICIARIES (OR ANY OF THEM) 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 1st JUNE 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3rd JUNE 2005.

Reg



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES