

# M

CHFP025

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\* insert full name  
of Company

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

A fee of £10 is payable to Companies House in respect  
of each register entry for a mortgage or charge.

# 395

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

DIIT

03240428

Name of company

\* Praxis Executive Taskforce Limited (the "Company")

Date of creation of the charge

10 July 2003

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

Composite Guarantee and Debenture (the "Debenture")

Amount secured by the mortgage or charge

All moneys, obligations and liabilities from time to time due, owing or incurred by the Company to the Security Trustee, or the Beneficiaries or any of them under or in connection with the Debenture and the other Finance Documents (defined at page 2) or on any account whatsoever, except for any obligation which if it were so included would result in the Debenture contravening s151 of the Companies Act 1985, and in each case:

- (a) whether incurred actually or contingently and whether alone or jointly with any other person;
  - (b) whether incurred as primary obligor, as surety or as guarantor;
  - (c) whether incurred directly to a Beneficiary or the Security Trustee or whether any Beneficiary or the Security Trustee is entitled to claim the payment or discharge thereof solely by reason of an assignment or transfer to it by the person originally entitled; and
- .....continued.....

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

GMAC Commercial Finance Plc (company number 00661920) whose registered office is at Sovereign House, Church Street, Brighton, BN1 1SS (the "Security Trustee") as trustee for itself and GMAC Commercial Finance LLC (together the "Beneficiaries")

Postcode

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

Hammonds  
Trinity Court  
16 John Dalton Street  
Manchester  
M60 8HS

JXE/SZC/GMA.001-0020

Time critical reference

For official Use  
Mortgage Section

Post room



A16  
COMPANIES HOUSE

0864  
24/07/03

Short particulars of all the property mortgaged or charged

1. By way of first legal mortgage, all the estate and interest of the Company in each freehold and/or leasehold property short particulars of which are set out beside the name of the Company in the second schedule to the Debenture and in all other freehold and leasehold property now vested in the Company (save to the extent not located within England and Wales), together with all buildings, fixtures and fittings (excluding, in the case of leasehold properties, landlord's fixtures but including trade fixtures and fittings) and fixed plant and machinery from time to time therein and/or the proceeds of sale thereof;
2. By way of first fixed charge, all the estate and interest of the Company in any freehold and/or leasehold property (other than that referred to at 1 above) now or at any time during the continuance of the security constituted by the Debenture owned, acquired or charged to it together with all buildings, fixtures and fittings (excluding landlord's fixtures but including trade fixtures and fittings and fixed plant and machinery from time to time therein or thereon) and/or the proceeds of sale thereof; (1 and 2 together referred to as the "Property");
3. By way of first legal mortgage, all the Company's interest in all plant and machinery owned and/or utilised by the Company, including without limitation, the items listed in the fifth schedule to the Debenture;  
.....cont.....

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Particulars as to commission allowance or discount (note 3)

Nil

Signed

*Hammonds*

Date

*23 July 2003*

On behalf of ~~company~~ (mortgagee/chargee) †

A fee of £10 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 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

(d) in whatever currency such monies, obligations and liabilities may be denominated, all costs (including reasonable legal costs), charges and expenses and any VAT thereon properly incurred by the Security Trustee or any receiver, receiver and manager or administrative receiver appointed pursuant to the provisions of the Debenture, in each case on a full indemnity basis, in connection with the perfection of the security constituted by the Debenture and the enforcement, exercise or preservation of any of the rights contained in the Finance Documents.

"Finance Documents" means the Invoice Discounting Agreements (as defined below), the fees letter between the Security Trustee and Ohsea Holdings Limited (company number 04493380) ("Ohsea") dated 14 April 2003, the Debenture, the security agreement executed by Ohsea in favour of the Security Trustee dated 14 April 2003, the bridge facility agreement executed by Ohsea and the Security Trustee dated 14 April 2003 and any other document from time to time securing all or any of the obligations of any of Professional Staff Holdings LLC, The Woolf Group Inc or S.Com Inc to the Beneficiaries or either of them, as the same may be varied or amended from time to time

"Invoice Discounting Agreements" means the invoice discounting agreements executed between the Security Trustee and each of S.Com Group Limited (company number 02209742), Science Recruitment Group Limited (company number 02681320), PS Interim Limited (02372386), and the loan and security agreement executed between GMAC Commercial Finance LLC and each of The Woolf Group Inc and S.Com Inc dated on or around the date of the Debenture.

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## 4. By way of first fixed charge:

(a) all sums for the time being standing to the credit of any separate and denominated interest bearing account of the Company, governed by a mandate in form and substance satisfactory to the Security Trustee, with such bank or other financial institution as the Security Trustee may from time to time require, together with all rights, title and interest therein, and the debt or debts thereby constituted;

(b) all present and future benefits in respect of all policies (and the proceeds thereof) of insurance of any kind for the time being effected by or on behalf of the Company or (to the extent of its interest) in which the Company has an interest;

(c) (to the extent that they do not fall within (a) and (b) above) all book debts, both present and future, due or owing to the Company and all other monetary debts and claims (including, without limitation, the proceeds of the realisation of any security, rents, fees, royalties and other income) now and from time to time due or owing to the Company and the benefits of all rights and remedies relating thereto and all present and future things in action which give rise or may give rise to a debt or debts due or owing to the Company;

5. By way of first fixed charge, all stocks, shares, debentures, bonds, warrants, coupons or other securities and investments now or in the future owned by the Company ("Security Shares") and all dividends and other distributions paid or payable after the date of the Debenture on all or any of the Security Shares and all stocks, shares, securities (and dividends and interest thereon), rights, money or property accruing or offered at any time by way of redemption, bonus, preference, option rights or otherwise to or in respect of any of the Security Shares or in substitution or exchange for any of the Security Shares from time to time owned legally or beneficially by the Company;

6. By way of first fixed charge, the uncalled capital, goodwill, licences, trademarks and service marks (including without limitation all symbols, representations and patterns similar to a trademark), patents, patent applications, designs, copyrights, confidential information, computer software, rights in the nature of copyright, registered designs, know-how, design rights and all other intellectual property rights now or at any time during the continuance of this security belonging to the Company;

7. By way of first fixed charge, all amounts realised upon the enforcement or execution of any order of a court under sections 212, 213, 214, 238, 239, 244 and 423 of the Insolvency Act 1986;

8. By way of first fixed charge, all (if any) interests, rights and entitlements of the Company in all chattels from time to time hired, leased or rented by the Company to any person together, in each case, with the benefit of the relevant hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance by such person of its obligations under the same;

9. By way of first fixed charge, the benefit of any covenants for title from time to time given or entered into by any predecessor in title of the Company to all or any part of the Property, any contract for the sale, letting or other disposal of any such Property for the time being and all present and future options to renew leases or purchase reversions (whether or not freehold) or other interests in relation to any such Property;

10. By way of first fixed charge, (in so far as and to the extent the Company is so able) the benefit of all rights and claims of the Company against lessees of the whole or any part of the Property and all guarantors and sureties for the obligations of such persons against all persons who are under any obligation to the Company in respect of any works of design, repair, construction or replacement to, in or about any of the Property;

11. By way of first fixed charge, (so far as permitted under the relevant document) all the right, title and interest of the Company in and to all contracts, agreements or warranties, affecting the whole or any part of the Property with building contractors, architects, quantity surveyors, structural and mechanical engineers and other like professionals; and .....

.....continued.....

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12. By way of floating charge, its undertaking and all its other property, assets and rights whatsoever and wheresoever both present and future including, without limitation, the stock in trade of the Company and the property, assets and rights mortgaged or charged under paragraphs 1 to 11 (above) inclusive or assigned by way of security under paragraph 13 (below) if and in so far as any such mortgage, charge or assignment shall for any reason be ineffective;

13. By way of absolute assignment in favour of the Security Trustee and with full title guarantee all the Company's right, title and interest in and to the right to receive payments under any warranties, undertaking and indemnities granted in favour of the Company pursuant to any agreement relating to any of the assets charged by paragraphs 1 to 12 above.

(1 to 13 above together referred to as the "Charged Assets")

#### Negative Pledge

Save as, but only to the extent expressly permitted by each of the Finance Documents, the Company (unless having obtained the prior written consent of the Security Trustee) is prevented from:

a) creating or permitting to subsist any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment by way of security, security interest, title retention or other similar encumbrances of any kind securing, or any right conferring a priority in respect of, any obligation of any person ("Security Interest"), over the whole or any part of the Charged Assets save for:

i) a lien or right of set off arising in the ordinary course of trading solely by operation of law except for any lien the rights to which have been asserted;

ii) a Security Interest arising under the Finance Documents; and

iii) a Security Interest which the Security Trustee has at any time in writing agreed shall be a permitted security interest; or

b) parting with possession of, transferring, selling, leasing, or otherwise disposing of or ceasing to exercise direct control over, or disposing of the right to receive the proceeds arising on disposal of, the Charged Assets or any substantial part thereof or any interest therein whether by a single transaction or a series of transactions (other than in the normal course of trading).

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03240428

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT COMPOSITE GUARANTEE AND DEBENTURE DATED THE 10th JULY 2003 AND CREATED BY PRAXIS EXECUTIVE TASKFORCE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO GMAC COMMERCIAL FINANCE PLC AS TRUSTEE FOR ITSELF AND GMAC COMMERCIAL FINANCE LLC OR THE BENEFICIARIES 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 24th JULY 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28th JULY 2003.

*10/8/03*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES