

MG01

Particulars of a mortgage or charge

Voucher 065808 / 13



iris
LASERFORM

A fee is payable with this form

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page



What this form is for

You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form
particulars of a charge for
company. To do this, please
use form MG01s

THURSDAY



LD3 *L10UAZKZ* 19/01/2012 #5
COMPANIES HOUSE

1

Company details

Company number

0 3 9 5 0 6 3 9

Company name in full

Networkers International Plc (the "Chargor")

12

For official use

Filing in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation

d0 d4 m0 m1 y2 y0 y1 y2

3

Description

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Composite Debenture (the "Deed") dated 04 January 2012 and made between,
amongst others, the Chargor and HSBC Bank plc (the "Lender").

4

Amount secured

Amount secured

Please give us details of the amount secured by the mortgage or charge

All present and future indebtedness, moneys, obligations and
liabilities of the Obligors to the Lender, in whatever currency
denominated, whether actual or contingent, whether owed jointly or
severally or as principal or as surety or in some other capacity and
whether or not the Lender was an original party to the relevant
transaction and in whatever name or style, including all interest,
discount, commission and fees for which any of them may be or
become liable to the Lender, together with all Expenses and all
interest under Clause 2.2 (*Interest*) of the Deed (the "**Secured
Liabilities**")

Continuation page

Please use a continuation page if
you need to enter more details

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

Please use a continuation page if you need to enter more details

Name HSBC Bank plc

Address 8 Canada Square

London

Postcode E 1 4 5 H Q

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

Please use a continuation page if you need to enter more details

Short particulars

1. Fixed Security

Charges

1 1 The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charged in favour of the Lender by way of a first legal mortgage all of the Chargor's right, title and interest in and to the freehold, commonhold and leasehold property now vested in it (including, but not limited to, the freehold, commonhold and leasehold property (if any) specified in Schedule 1 below)

1 2 The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charged in favour of the Lender by way of first fixed charge all of the Chargor's right, title and interest in and to the following assets, both present and future

1.2 1 all estates or interests in any freehold, commonhold or leasehold property (other than such property effectively mortgaged as described in paragraph 1 1 above),

1.2 2 all licences held by it to enter upon or use land and/or to carry on the business carried on upon that land and all agreements relating to land to which it is a party or otherwise entitled,

Please see continuation page 1 to this Form MG01 for further details

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Particulars of a mortgage or charge

7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

Nil

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature


Signature


X *ALLS Cameron McKenna LLP* X
19/01/2012


This form must be signed by a person with an interest in the registration of the charge

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Particulars of a mortgage or charge


 Presenter information	
You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.	
Contact name	CASA/ILAK/0Z3407 00478
Company name	CMS Cameron McKenna LLP
Address Mitre House	
160 Aldersgate Street	
London	
Post town	
County/Region	
Postcode	E C 1 A 4 D D
Country	
DX	DX 135316 BARBICAN 2
Telephone	020 7367 3000


 Certificate
We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.


 Checklist
We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee

 Important information
Please note that all information on this form will appear on the public record.


 How to pay
A fee of £13 is payable to Companies House in respect of each mortgage or charge.
Make cheques or postal orders payable to 'Companies House'

 Where to send
You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

 Further information
For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars	<p>1 2 3 where any Mortgaged Property is leasehold property, any right or interest arising by virtue of any enfranchising legislation (including, but not limited to, the Leasehold Reform Act 1967 and the Leasehold Reform Housing and Urban Development Act 1993 but excluding Part II of the Landlord and Tenant Act 1954) which confers upon a tenant of property whether individually or collectively with other tenants of that or other properties the right to acquire a new lease of that property or to acquire, or require the acquisition by a nominee of, the freehold or any intermediate reversionary interest in that property,</p> <p>1 2 4 all fixed and other plant and machinery, computers, vehicles, office equipment and other chattels in its ownership or possession (but excluding any of those items to the extent that they are part of its stock in trade),</p> <p>1 2 5 all Insurances, including all claims, the proceeds of all claims and all returns of premium in connection with Insurances,</p> <p>1 2 6 all book debts and all other debts or monetary claims (including all choses in action which may give rise to a debt or monetary claim), all proceeds thereof and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same,</p> <p>1 2 7 all moneys from time to time deposited in or standing to the credit of any bank account with the Lender or any other bank or financial institution (including, without limitation, any rent deposit given to secure liabilities in relation to land and any retention or similar sum arising out of a construction contract or any other contract (and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same)),</p> <p>1 2 8 all of its goodwill and uncalled capital,</p> <p>1 2 9 all Intellectual Property,</p> <p>1 2 10 all Securities and their Related Rights,</p> <p>1 2 11 all Authorisations (statutory or otherwise) held in connection with its business or the use of any Charged Property and the right to recover and receive all compensation which may be payable in respect of them, and</p> <p>1 2 12 each of the Specified Contracts, together with</p> <p>(a) all contracts, guarantees, appointments, warranties and other documents to which it is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation of any Mortgaged Property or Premises,</p> <p>(b) all agreements entered into by it or of which it has the benefit under which credit of any amount is provided to any person,</p> <p>(c) all contracts for the supply of goods and/or services by or to it or of which it has the benefit (including, without limitation, any contracts of</p>
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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

hire or lease of chattels), and

- (d) any currency or interest swap or any other interest or currency protection, hedging or financial futures transaction or arrangement entered into by it or of which it has the benefit (whether entered into with the Lender or any other person),

including, in each case, but without limitation, the right to demand and receive all moneys whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them

2. Floating Charge

Creation of Floating Charge

- 2 1 The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charged in favour of the Lender by way of a first floating charge the whole of its undertaking and assets, present and future, including all of its stock in trade and all assets of the Chargor not otherwise validly and effectively mortgaged, charged or assigned (whether at law or in equity) by way of fixed security as described in paragraph 1 (*Fixed Security*) above

Qualifying Floating Charge

- 2 2 The provisions of paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created pursuant to Clause 4 1 (*Creation of Floating Charge*) of the Deed

In this Form MG01 the following expressions shall have the following meanings

"**Authorisations**" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration

"**Borrower**" means Networkers International Plc.

"**Charged Property**" means all of the assets of the Obligors which from time to time are, or are expressed to be, the subject of the Transaction Security

"**Composite Guarantee**" means the guarantee or guarantees in the agreed form to be given to the Lender by the Guarantors from time to time

"**Delegate**" means any delegate, agent, attorney or co-trustee appointed by the Lender under or in respect of the Transaction Security

"**Expenses**" means all costs (including legal fees), charges, expenses and damages sustained or

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incurred by the Lender or any Receiver or Delegate at any time in connection with the Charged Property or the Secured Liabilities or in taking, holding or perfecting the Deed or in protecting, preserving, defending or enforcing the security constituted by the Deed or in exercising any rights, powers or remedies provided by or pursuant to the Deed (including any right or power to make payments on behalf of the Chargor under the terms of this Deed) or by law in each case on a full indemnity basis

"Finance Documents" means the Revolving Facility Agreement, the Composite Guarantee, any Security Document, any Compliance Certificate, any Utilisation Request and any other documents designated as Finance Documents by the Lender and the Borrower A **"Finance Document"** means any one of them.

"Guarantors" means the Borrower, each of the companies listed in Schedule 2 below and each company which becomes a guarantor after the date hereof, and **"Guarantor"** means any of them

"Insurances" means all of the contracts and policies of insurance or assurance (including, without limitation, life policies and the proceeds of them) from time to time taken out by or for the benefit of the Chargor or in which the Chargor from time to time has an interest, together with all bonuses and other moneys, benefits and advantages that may become payable or accrue under them or under any substituted policy

"Intellectual Property" means

- (a) all patents, trademarks, service marks, designs, business names, design rights, moral rights, inventions and all other registered or unregistered intellectual property rights,
- (b) all copyrights (including rights in software), database rights, domain names, source codes, brand names and all other similar registered or unregistered intellectual property rights,
- (c) all applications for intellectual property rights and the benefit of any priority dates attaching to such applications and all benefits deriving from intellectual property rights, including royalties, fees, profit sharing agreements and income from licences,
- (d) all know-how, confidential information and trade secrets, and
- (e) all physical material in which any intellectual property might be incorporated.

"Mortgaged Property" means any freehold, commonhold or leasehold property the subject of the security constituted by the Deed and references to any **"Mortgaged Property"** shall include references to the whole or any part or parts of it

"Obligors" means the Borrower or a Guarantor, and **"Obligor"** means any one of them

"Premises" means all buildings and erections from time to time situated on or forming part of any Mortgaged Property

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"Receiver" means a receiver, receiver and manager or administrative receiver of the whole or any part or parts of the Charged Property

"Related Rights" means, in relation to the Securities, all dividends, interest, benefits, property, rights, accretions, moneys, advantages, credits, rebates, refunds (including rebates and refunds in respect of any tax, duties, imposts or charges) and other distributions paid or payable in respect of the Securities, whether by way of bonus, capitalisation, conversion, preference, option, substitution, exchange, redemption or otherwise

"Revolving Facility Agreement" means the revolving facility agreement dated on about the date of the Deed and made between (1) the Borrower, (2) the Obligors, and (3) the Lender

"Securities" means all stocks, shares, loan notes, bonds, certificates of deposit, depository receipts, loan capital indebtedness, debentures or other securities from time to time legally or beneficially owned by or on behalf of the Chargor, together with all property and rights of the Chargor in respect of any account held by or for the Chargor as participant, or as beneficiary of a nominee or trustee participant, with any clearance or settlement system or depository or custodian or sub-custodian or broker in the United Kingdom or elsewhere

"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" means

- (a) the Deed,
- (b) the Composite Guarantee; and
- (c) any other document entered into by any Obligor creating or evidencing or expressed to create or evidence any Security over all or any part of its assets in respect of the obligations of the Obligors or any of them under any of the Finance Documents or entered into by any Obligor in connection with the creation, validity, perfection or priority of any such Security

"Specified Contracts" means each of the contracts specified in Schedule 3 (*Specified Contracts*) below

"Transaction Security" means the Security in favour of the Lender created or evidenced or expressed to be created or evidenced by or pursuant to the Security Documents

"Utilisation Request" means a notice substantially in the form set out in Schedule 2 (*Utilisation Request*) of the Revolving Facility Agreement

Notes

The Deed also contains the following provisions:

Other than permitted in accordance with the Revolving Facility Agreement, the Chargor shall not

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Short particulars

create or extend or permit to arise or subsist any Security over the whole or any part of the Charged Property, other than with the prior written consent of the Lender

Other than permitted in accordance with the Revolving Facility Agreement, the Chargor shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of the whole or any part of the Charged Property, other than any disposal of any Charged Property which is subject only to the floating charge created by Clause 2.1 (*Creation of Floating Charge*) (as detailed above) for full consideration in the ordinary and usual course of the Chargor's business as it is presently conducted

Schedule 1

Part 1 - Registered Land

(Freehold, commonhold or leasehold property (if any) in England and Wales of which the relevant Chargor is registered as the proprietor at the Land Registry)

None as at the date of the Deed

Part 2 - Unregistered Land

(Freehold or leasehold property (if any) in England and Wales title to which is not registered at the Land Registry of which the relevant Chargor is the owner)

None as at the date of the Deed

Schedule 2

The Guarantors

Networkers Recruitment Services Limited - 2293703

Networkers International (UK) plc - 3934433

The Comms Group Limited - 4116284

CommsResources Limited – 2630522

Networkers Inc – 800566502

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p style="text-align: center;"><u>Schedule 3</u> Specified Contracts</p> <p>None as at the date of the Deed</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 3950639
CHARGE NO. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE DEBENTURE DATED
4 JANUARY 2012 AND CREATED BY NETWORKERS
INTERNATIONAL PLC FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE OBLIGORS TO HSBC BANK PLC ON
ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 19 JANUARY
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 JANUARY
2012

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES