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in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

019746

13

Particulars of a mortgage or charge

395

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

1

6511961

Name of company

* Impellam Group PLC (the "Original Security Obligor")

Date of creation of the charge

14 March 2008

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

A guarantee and debenture entered into by the Original Security Obligor in
favour of the Bank (the "Guarantee and Debenture")

Amount secured by the mortgage or charge

All money and liabilities covenanted to be paid or discharged by the RFA
Security Obligors (or any of them) to Barclays under the Finance Documents
(the "Secured Sums")

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

Barclays Bank Plc (company number 01026167) acting through its Asset and
Sales Finance division at Churchill Plaza, Churchill Way, Basingstoke,
Hampshire (the "Bank")

Postcode RG21 7GP

Presenter's name address and
reference (if any)

Thomas Stansfield
DLA Piper UK LLP
3 Noble Street
London
EC2V 7EE

Time critical reference

For official Use (02/06)

Mortgage Section

Post room

WEDNESDAY



ACPF5YC5

A47

26/03/2008

117

COMPANIES HOUSE

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legibly, preferably
in black type, or
bold block
lettering*

1. Covenant to Pay

1.1 Each Security Obligor jointly and severally covenanted to pay, perform or discharge to the Bank upon the Banks' demand in writing all the Secured Sums at the date of the Guarantee and Debenture or in the future due, owing or incurred (before or after that demand) by that Security Obligor to the Bank (or any transferee or assignee from the Bank or successor to the Bank whether such moneys and liabilities are advanced to a Security Obligor or come into existence before or after such transfer or assignment) in any manner. This applies whether the Secured Sums are due, owing or incurred actually or contingently, whether by that Security Obligor alone or by that Security Obligor jointly with any other person, and whether that Security Obligor is a principal or a surety, and includes any liability (secured or unsecured) of that Security Obligor to a third party which subsequently becomes payable to the Bank by assignment or otherwise

Continued at Addendum 4/4

Particulars as to commission allowance or discount (note 3)

N/A

Signed

DLA Piper UK LLP

Date 20/3/08

On behalf of ~~XXXXXXXX~~ [mortgagee/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 situated 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.

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Addendum 1/4

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



Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

Addendum 3/4

3 Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

2. Creation of charges and security assignments

2.1 By executing the Guarantee and Debenture each Security Obligor charged to the Bank as continuing security with full time guarantee for the payment or discharge of all Secured Sums:

2.1.1 by way of legal mortgage, all Land in England and Wales now vested in that Security Obligor and not registered at the Land Registry,

2.1.2 by way of fixed charge:

(a) all Land in England and Wales at the date of the Guarantee and Debenture vested in that Security Obligor and registered at the Land Registry;

(b) all other Land which is at the date of the Guarantee and Debenture, or in the future becomes, that Security Obligor's property;

(c) all plant and machinery at the date of the Guarantee and Debenture or in the future attached to any Land of that Security Obligor;

(d) all rental and other income and all debts and claims which are due or owing to that Security Obligor at the date of the Guarantee and Debenture or in the future under or in connection with any lease, agreement or licence relating to Land of that

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Security Obligor;

(e) all of that Security Obligor's Securities;

(f) in relation to the Securities, in each case all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference option, dividend, distribution, interest or otherwise in respect thereof;

(g) all insurance and assurance contracts and policies at the date of the Guarantee and Debenture or in the future held by or otherwise benefiting that Security Obligor:

i. which relate to Assets themselves subject to a fixed charge given by the Security Obligor in favour of the Bank; or

ii. which are deposited by the Security Obligor with the Bank;

together with all of the Security Obligor's rights and interests in these contracts and policies (including the benefit of all claims arising and all money payable under them) but, for the avoidance of doubt, excluding any and all insurance and assurance contracts and policies expressed to be for the benefit of any person not being a Security Obligor;

(h) all of that Security Obligor's goodwill and uncalled share capital for the time being;

(i) all of that Security Obligor's rights, title or interest in and to any Intellectual Property, in each case including all applications for registration and rights to apply for registration in any part of the world;

(j) all of that Security Obligor's Intellectual Property, present and future, including any Intellectual Property to which the Security Obligor is not absolutely entitled or to which a Security Obligor is entitled together with others;

(k) the benefit of all agreements and licences at the date of the Guarantee and Debenture or in the future entered into or enjoyed by that Security Obligor relating to the use or exploitation of any Intellectual Property in any part of the world;

(l) all trade secrets, confidential information and know-how owned or enjoyed by that Security Obligor at the date of the Guarantee and Debenture or in the future in any part of the world;

(m) all of that Security Obligor's rights, title and interest in and to the Customer Databases;

(n) all Receivables at the date of the Guarantee and Debenture or in the future owing to the Security Obligor save for those arising on fluctuating accounts with

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associates (as defined in section 52(3) of the Companies Act 1989);

(o) the benefit of all instruments, guarantees, charges, pledges and other rights at the date of the Guarantee and Debenture or in the future available to that Security Obligor as security in respect of any Asset itself subject to a charge in the Banks' favour; and

(p) all amounts realised by an administrator or liquidator of that Security Obligor upon enforcement or execution of any order of the Court under Part VI of the Insolvency Act 1986;

2.1.3 by way of floating charge:

(a) all of that Security Obligor's Assets which are not effectively charged by the fixed charges detailed above; and

(b) without exception all of that Security Obligor's Assets insofar as they are situated for the time being in Scotland;

but in each case so that the Security Obligor agrees that, except for any Permitted Encumbrance, it shall not without the Banks' prior written consent.

(c) create any mortgage or any fixed or floating charge or other security over any of its Floating Charge Assets (whether having priority over, or ranking *pari passu* with or subject to, this floating charge),

(d) take any other step referred to in clause 3.1 of the Guarantee and Debenture with respect to any of its Floating Charge Assets;

(e) sell, transfer, part with or dispose of any of its Floating Charge Assets except by way of disposal in the ordinary course of business.

2.2 The Bank may at any time crystallise any of the floating charges created in respect of each Security Obligor in clause 3.1.3 of the Guarantee and Debenture into a fixed charge, or subsequently reconvert any or all of them into floating charges, by notice in writing given at any time by the Bank to a Security Obligor in relation to any or all of the Floating Charge Assets, as the Bank specify in the notice:

2.2.1 if it considers it desirable to do so in order to protect or preserve the Security Interest created by this guarantee and debenture; and/or

2.2.2 at any time after an Event of Default which is continuing.

2.5 Any mortgage, fixed charge or other fixed security which a Security Obligor creates in the Banks' favour will have priority over the floating charge created by clause 3.1.3 of the Guarantee and Debenture unless the Bank states otherwise on or after its creation.

2.6 Any debentures, mortgages or charges (fixed or floating) which the Security Obligors create in the future (except those in the Banks' favour) shall be expressed to be subject to the Guarantee and Debenture and shall rank in order of priority behind the mortgages and

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charges created by the Guarantee and Debenture.

3. Negative pledge and other restrictions

3.1 Each Security Obligor agreed that it will not, except with the Banks' prior written consent:

3.1.1 to the extent not a Permitted Encumbrance, create or attempt to create any fixed or floating security of any kind or any trust over any of the Assets, or permit any lien to arise or subsist over any of the Assets;

3.1.2 to the extent not a Permitted Disposal, sell, assign, lease, license or sub-license, or grant any interest in, a Security Obligor's Intellectual Property Rights or the Customer Databases, or purport to do so, or part with possession or ownership of them, or allow any third party access to them or the right to use any copy of them

3.2 In relation to the Securities:

3.2.1 to the extent not a Permitted Disposal, each Security Obligor has covenanted that it will not without the prior written consent of the Bank dispose of any of the Securities (or any of the rights related to them referred to in clause 3.1.2(f) of the Guarantee and Debenture) or any part thereof or attempt or agree so to do;

3.2.2 each Security Obligor agreed to notify the Bank of any acquisition or receipt by that Security Obligor of any other shares, or securities convertible into, or accompanied by subscription rights for, shares, or any other rights, options or warrants to purchase or subscribe shares or such other securities in a Security Obligor. If so required in writing by the Bank, the Security Obligors have agreed to execute and deliver (or procure the execution and delivery of) such security over such shares, securities, rights, options or warrants in favour of the Bank to secure the Secured Sums as the Bank shall require;

3.2.3 save in accordance with clause 5.3 of the Receivables Financing Agreement, each Security Obligor has undertaken that following the Commencement Date it will not make:

(a) any alteration to its respective memorandum and articles of association which would in any way adversely affect the rights attaching to any of the Securities; or

(b) any other material modification or variation to its memorandum and articles of association;

3.2.4 each Security Obligor has undertaken to procure compliance with clauses 5.2.3 of the Guarantee and Debenture by each Subsidiary whose shares it holds

4. Power of attorney

4.1 Each Security Obligor, by way of security, has irrevocably appointed the Bank (whether or not a Receiver or administrator has been appointed) and any Receiver separately as that Security Obligor's attorney (with full power to appoint substitutes and to delegate) with power in that Security Obligor's name or on its behalf and as that Security Obligor's act and

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deed or otherwise:

- 4.1.1 to do anything which that Security Obligor is obliged to do (but has not done) under any Finance Document to which it is party (including to execute charges over, transfers, conveyance, assignments and assurances of, and other instruments, notices, orders and directions relating to, the Assets subject to any Security Interest created by the Guarantee and Debenture); and
- 4.1.2 to exercise any of the rights conferred on the Bank or any Receiver in relation to the Assets subject to any Security Interest created by the Guarantee and Debenture or under any Finance Document, the LPA or the Insolvency Act.

NOTE

In this form:

DEFINITIONS

"Additional Security Obligor" means any company other than the Original Security Obligor which has become party to the Guarantee and Debenture by a deed supplemental to the Guarantee and Debenture and executed by a company in form and substance satisfactory to the Bank by virtue of which that company became bound by and granted security in accordance with the provisions of the Guarantee and Debenture;

"Admission" means the admission to trading on AIM of all of the ordinary shares in the share capital of the Parent issued or to be issued pursuant to the Scheme and the Merger;

"Admission Date" means the date which the London Stock Exchange issues a dealing notice in respect of Admission;

"Applicable GAAP" means, in relation to audited accounts or Management Accounts of the Group, accounting principles and practices which are for the time being generally acceptable in the country of incorporation of any member of the Group and consistent with those applied in the preparation of the audited accounts provided to the Bank under the Existing Receivables Finance Agreements

"Assets" means, in relation to each Security Obligor, all of the undertaking, property, assets, rights and revenues, whatever and wherever in the world, present and future, and includes each or any of them;

"Bank" means Barclays Bank Plc (company number 01026167) acting through its Asset and Sales Finance division at Churchill Plaza, Churchill Way, Basingstoke, Hampshire RG21 7GP;

"Bond" has the meaning given to it in the Receivables Financing Agreement;

"Closing Date" means the later of the Scheme Date, the Merger Date and the Admission Date;

"Commencement Date" means 14 March 2008;

"Contract of Sale" has the meaning provided by the Receivables Financing Agreement;

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"CSG" means The Corporate Services Group PLC, a company registered in England and Wales with company number 00490212;

"CSG Chargors" means the companies described in Part IV (*CSG Chargors*) of Schedule 1 (*the Obligors and Security Obligors*) to the Receivables Financing Agreement and **"CSG Chargor"** means any of them;

"Customer Database" means each of the Security Obligors' databases containing certain information about the persons to whom a Security Obligor provides products and services and **"Customer Database"** means any one of them;

"Debt" has the meaning given to it if in the Receivables Financing Agreement;

"Effective Date" means the date on which the Bank confirms to the Parent that all conditions set out in clause 5.2 of the Receivables Financing Agreement (*Conditions precedent to the Effective Date*) have been satisfied or waived (as the case may be),

"Event of Default" means any event specified in Clause 20.1 (Events of Default) of the Receivables Financing Agreement;

"Excluded Debts" has the meaning provided by the Receivables Financing Agreement;

"Existing Receivables Finance Agreements" means:

- (a) the receivables financing agreement dated 27 April 2007 made between, among others, the Bank and CSG in relation to a £40,000,000 facility; and
- (b) the receivables financing agreement dated 24 January 2008 made between, among others, the Bank and Carlisle Group Plc in relation to a £35,000,000 facility,

"Existing Term Facility Agreement" means: the term facility agreement dated 27 April 2007 between the Bank (acting through its Leveraged Finance division of 1 Churchill Place, London E14 5HP) and CSG in relation to the provision of a £10,000,000 (ten million pounds sterling) term loan facility to CSG;

"Finance Documents" means;

- (i) The Receivables Financing Agreement;
- (ii) The Target Obligor Deed of Accession (as defined in the Receivables Financing Agreement);
- (iii) Any Financial Covenants Compliance Letter (as defined in the Receivables Financing Agreement) issued in accordance with clause 18.1(d) of the Receivables Financing Agreement;
- (iv) Any Operational Covenants Compliance Letter (as defined in the Receivables Financing Agreement) issued in accordance with clause 8.12 of the Receivables Financing Agreement;
- (v) Any Additional Obligor Accession Letter (as defined in the Receivables Financing Agreement);
- (vi) Any Hedging Contract (as defined in the Receivables Financing Agreement);
- (vii) Any ancillary facilities (including without limitation any bond, guarantee or indemnity facilities) with

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the Bank;

- (viii) The Existing CSG Debenture (as defined in the Receivables Financing Agreement);
- (ix) The Existing Carlisle Security (as defined in the Receivables Financing Agreement);
- (x) The Group Debenture (as defined in the Receivables Financing Agreement);
- (xi) The Guarantee and Debenture;
- (xii) The Isengard Security (as defined in the Receivables Financing Agreement),
- (xiii) The Intercreditor Agreements (as defined in the Receivables Financing Agreement);
- (xiv) (until the First Utilisation Date) the Existing Receivables Finance Agreements and the Existing Term Facility Agreement;
- (xv) any other agreement entered into after 14 March 2008 between the Bank and an RFA Security Obligor and all and any ancillary documentation associated therewith or connected thereto, that, in each case, is designated by the Bank and the Payment Agent in writing as a Finance Document (and **"Finance Document"** shall mean any one or more of them);

"First Utilisation Date" means the date of the first utilisation of the Facility in accordance with the terms of the Receivables Financing Agreement;

"Floating Charge Assets" means those of the Assets that are for the time being comprised in the floating charge created by clause 3.1.3 of the Guarantee and Debenture but only insofar as concerns that floating charge;

"Group" means the Parent and its Subsidiaries and **"member of the Group"** shall be construed accordingly;

"Group Debenture" means the composite all assets guarantee and indemnity and debenture given by the CSG Chargors and the Target Chargors in favour of Barclays on or about the Closing Date,

"Indebtedness" has the meaning given to it in the Receivables Financing Agreement;

"Intellectual Property" means, in relation to each Security Obligor, all patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs and, in each case, any extensions and renewals of, and any applications for, these rights;

"Intellectual Property Rights" means, in relation to each Security Obligor, all and any of its Intellectual Property and all other intellectual property rights and other rights, causes of action, interests and assets comprised in clauses 3.1.2(k), 3.1.2(l) and 3.1.2(m) of the Guarantee and Debenture;

"Land" includes, in relation to each Security Obligor, freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures);

"Merger" means the merger of the Parent and Carlisle Target pursuant to Part VII of the Belize

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International Business Companies Act;

"Merger Date" means the date on which the Registrar of International Business Companies of Belize issues a certificate of confirmation regarding the Merger;

"Obligors" means:

- (a) with effect from the Commencement Date, the Original Obligors;
- (b) with effect from the Effective Date, the Target Obligors; and
- (c) any Additional Obligors,

and **"Obligor"** shall mean any one of them;

"Original Obligors" means the companies described in Part I (*The Original Obligors*) of Schedule 1 (*The Obligors and Security Obligors*) to the Receivables Financing Agreement and **"Original Obligor"** means any of them,

"Original Security Obligor" means Impellam Group PLC;

"Parent" means the Original Security Obligor;

"Payment Agent" means Blue Arrow Limited (registered in England and Wales with the number 00641659);

"Permitted Borrowed Money" has the meaning given to it in the Receivables Financing Agreement;

"Permitted Disposal" has the meaning given to it in the Receivables Financing Agreement;

"Permitted Encumbrance" has the meaning given to it in the Receivables Financing Agreement;

"Permitted Security" has the meaning given to it by the Receivables Financing Agreement,

"Receivables" means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, each Security Obligor (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with:

- (a) the benefit of all rights, guarantees, Security Interests and remedies relating to any of the foregoing (including without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights); and
- (b) all proceeds of any of the foregoing;

"Receivables Financing Agreement" means the receivables financing agreement, dated 14 March 2008, entered into between, among others, the Bank and the Original Security Obligor, pursuant to which various companies agreed to assign certain of their book debts to the Bank;

"Receiver" means every person that the Bank appointed as a receiver and manager under clause 15 of the Guarantee and Debenture (not being an administrative receiver within the meaning of section 29(2) of

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the Insolvency Act 1986), including any substituted receiver and manager,

"Related Rights" has the meaning given to it by the Receivables Financing Agreement;

"Retained Documentation" means all or any title deeds and documents which a Security Obligor is not otherwise obliged to deposit with the Bank and which relate to an Asset charged under clause 3.1 of the Guarantee and Debenture;

"RFA Security Obligors" means:

- (a) with effect from the Commencement Date, the Original Security Obligor;
- (b) with effect from the date of the Group Debenture, the CSG Chargors and the Target Chargors; and
- (c) any person which grants a Security Interest to the Bank in respect of an Obligor's liabilities to the Bank pursuant to the Receivables Financing Agreement;

"Scheme" means the acquisition of the entire issued share capital of CSG by the Parent by means of a scheme of arrangement pursuant to section 425 of the Companies Act 1985 and Part 26 of the Companies Act 2006 as the case may be;

"Scheme Date" means the date on which the Court Order in respect of the Scheme is filed with the Registrar of Companies as required by section 425 of the Companies Act 1985 or Part 26 of the Companies Act 2006 as the case may be;

"Securities" means, in relation to each Security Obligor, all present and future stocks, shares, debentures, debenture stock, loan stock, bonds and securities issued by any company or person to that Security Obligor and all other investments (as listed in Part II of Schedule 2 to the Financial Services and Markets Act 2000) in which that Security Obligor has any rights or interest including in each case all rights and benefits arising and all money payable in respect of any of them, whether by way of conversion, redemption, bonus, option, dividend, interest or otherwise;

"Security Interest" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, trust, trust arrangement for the purposes of providing security, assignment, assignment by way of security, tracing or other equitable right, or:

- (a) any other agreement or arrangement having the effect of conferring security (including any such interest arising under or in connection with any letter of credit);
- (b) any other security interest of any kind or preferring any obligation of any person; or
- (c) any other guarantee, indemnity, warranty, agreement or arrangement having the effect of conferring security;

"Security Obligor" means the Original Security Obligor and each Additional Security Obligor.

"Subsidiary" means a subsidiary within the meaning of section 736 of the Companies Act 1985;

"Target A Obligors" means the companies described in Part II (*Target A Obligors*) of Schedule 1 (*The Obligors and Security Obligors*) of the Receivables Financing Agreement provided such company or

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companies have acceded to the terms of this Deed in accordance with the terms of clause 31 (*Accession of Target Obligors*) of the Receivables Financing Agreement and **"Target A Obligor"** means any of them;

"Target B Obligors" means the companies described in Part III (*Target B Obligors*) of Schedule 1 (*The Obligors and Security Obligors*) of the Receivables Financing Agreement provided such company or companies have acceded to the terms of this Deed in accordance with the terms of clause 31 (*Accession of Target Obligors*) of the Receivables Financing Agreement and **"Target B Obligor"** means any of them;

"Target Chargors" means the companies described in Part V (*Target Chargors*) of Schedule 1 (*The Obligors and Security Obligors*) of the Receivables Financing Agreement and **"Target Chargor"** means any of them;

"Target Obligors" means the Target A Obligors and the Target B Obligors;



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6511961
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A GUARANTEE AND DEBENTURE
DATED 14 MARCH 2008 AND CREATED BY IMPELLAM GROUP
PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE
FROM THE RFA SECURITY OBLIGORS (OR ANY OF THEM) TO
BARCLAYS 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 XII OF THE COMPANIES ACT
1985 ON THE 26 MARCH 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1 APRIL 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES