

395

Short particulars of all the property charged

The Company with full title guarantee gives the following charges in favour of the Securityholder namely:-

- (a) a fixed charge by way of legal mortgage on all freehold and leasehold property owned by the Company, including but not limited to land of which the Company is registered as proprietor at H.M. Land Registry (details of which are set out in the Third Schedule to the All Assets Debenture)

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Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

NONE

Signed

M Battist

Date

21/11/02

On behalf of [company] [chargee]†

† delete as appropriate

Notes

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.

A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.

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.

If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ

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Particulars of a mortgage or charge (continued)

A/c 00400132

Continuation sheet No 1
to Form No 395 and 410 (Scot)

Please complete
legibly, preferably
in black type, or
bold block lettering

Company number

*4533397

Name of company

* Recruitment Solutions (Folkestone) Ltd

Limited*

*delete if
inappropriate

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

- all monies due or payable under any Financing Agreement (as defined in the All Assets Debenture) or by virtue of any guarantee or indemnity given by the Company to the Securityholder
- all advances which the Securityholder shall make to the Company;
- any indebtedness now or hereafter to be incurred by the Securityholder for or at the request of the Company, including:
 - all monies which the Securityholder shall pay or become liable to pay for or on account of the Company or any other person at the request or order of the Company or under its authority, either alone or jointly with any other person and whether or not by any of the following:
 - the Securityholder making direct advances; or
 - the Securityholder drawing, accepting, endorsing, paying or discounting any order, draft, cheque promissory note, (whether or not matured) bill of exchange, (whether or not matured) other engagement; or
 - the Securityholder entering into any bond, guarantee, indemnity or letters of credit; or
 - the Securityholder confirming orders; or
 - the Securityholder otherwise accepting any other liability for or on behalf of the Company;
- all stamp and other duties incurred by the Securityholder in such indebtedness, obligations or assignments;
- all costs charges and expenses incurred by the Securityholder following default in payment of any such monies or of breach by the Company of any of the provisions of the All Assets Debenture;
- the charges of surveyors and/or solicitors instructed by the Securityholder in connection with any part of the Mortgaged Property (as defined in the All Assets Debenture);
- all costs and charges and expenses which the Securityholder may from time to time incur in:-
 - stamping, perfecting, registering or enforcing the All Assets Debenture; or
 - the negotiations for the preparation and execution of the All Assets Debenture, or a guarantee and indemnity or priority arrangements, waivers or consents; or
 - any actual or proposed amendment of the All Assets Debenture; or
 - in obtaining payment or discharge of Secured Monies; or
 - in paying any rent, rates, taxes or outgoings for the Mortgaged Property; or
 - in insuring, repairing, maintaining, managing, realising any part of the Mortgaged Property; or
 - the preservation or exercise of any rights under or connection with the All Assets Debenture or any attempt to do so;

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Particulars of a mortgage or charge (continued)

Continuation sheet No 2 *
to Form No 395 and 410 (Scot)

Please complete
legibly, preferably
in black type, or
bold block lettering

Company number

*4533397

Name of company

* Recruitment Solutions (Folkestone) Ltd

Limited*

Delete if
inappropriate

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

- in recovery of all monies and liabilities now or hereafter paid or incurred by the Securityholder on behalf of the Company; or
- in giving a discharge or release of the All Assets Debenture; or
- dealing with or obtaining advice about any other matter or question arising out of or in connection with the All Assets Debenture;

to the intent that the Securityholder shall be afforded a full complete and unlimited indemnity against all costs, charges and expenses paid or incurred by it and whether arising directly or indirectly in respect of the All Assets Debenture or of any other security held by the Securityholder for the Secured Monies;

- all monies which the Securityholder shall be at liberty to debit or charge to the Company or to the account of the Company, whether under the All Assets Debenture or under any other agreement or obligation entered into by the Company with the Securityholder;
- all monies expended by any attorney appointed pursuant to the All Assets Debenture in exercising his powers;
- interest on all monies due and owing to the Securityholder at such rate as may from time to time be payable pursuant to any agreement or arrangement relating thereto.

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

Please complete legibly, preferably in black type, or gold block lettering

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binding margin

Please complete
legibly, preferably
in black type, or
bold block lettering

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

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- (b) a **fixed charge** on all of the following assets, whether now or in the future belonging to the Company:
- (i) the freehold and leasehold properties of the Company not effectively mortgaged under clause 2.1(a) of the All Assets Debenture;
 - (ii) all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery in, on or attached to the property subject to the legal mortgage under clause 2.1(a) of the All Assets Debenture;
 - (iii) any other freehold and leasehold property which the Company shall own together with all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery in, on or attached to such property;
 - (iv) all goodwill, unpaid and/or uncalled capital of the Company;
 - (v) all the Company's Intellectual Property (as defined in the All Assets Debenture);
 - (vi) all the Company's Securities (as defined in the All Assets Debenture);
 - (vii) all loan capital, indebtedness or liabilities on any account or in any manner owing to the Company from any subsidiary of the Company or a member of the Company's Group;
 - (viii) all amounts realised by an administrator or liquidator of the Company, upon enforcement or execution of any order of the Court under Part IV of the Insolvency Act 1986
- (c) a **fixed charge** on:
- (i) all documents of title to any item of property which at any time and for any purpose has been or may be deposited with the Securityholder;
 - (ii) the assets mentioned in the title documents referred to in the immediately preceding sub-paragraph;
- (d) a **fixed charge** on all the Company's Non-Vesting Debts and all Remittances received in respect thereof (as defined in the All Assets Debenture);
- (e) a **fixed charge** on all the Company's Other Debts (as defined in the All Assets Debenture);
- (f) a **floating charge** on such of the moneys which the Company may receive in respect of the Company's Other Debts and which, until any direction from the Securityholder to the contrary, are paid into the bank account of the Company referred to in clause 3.1(f) of the All Assets Debenture and which upon such payment will be released from the fixed charge thereon;
- (g) a **floating charge** on the remainder of the undertaking, property rights and assets of the Company whatsoever and wheresoever, both present and future not subject to the above charges.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04533397

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ALL ASSETS DEBENTURE DATED THE 20th NOVEMBER 2002 AND CREATED BY RECRUITMENT SOLUTIONS (FOLKESTONE) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO IGF INVOICE FINANCE LIMITED 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 22nd NOVEMBER 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26th NOVEMBER 2002.

P. Cen



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —