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COMPANIES FORM No. 395

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.

CHFP025

Please do not write in this margin

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

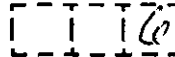
*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



01478123

Name of company

* PRG-Schultz UK Limited (the "Company")

Date of creation of the charge

13 January 2006

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

Guarantee and Debenture dated 13 January 2006 (the "Guarantee and Debenture") between the Company and Blum Strategic Partners II, L.P. as Chargee (the "Chargee")

Amount secured by the mortgage or charge

All sums covenanted to be paid by the Company in the Guarantee and Debenture (the "Secured Amounts") being the following:

(a) all money or liabilities due, owing or incurred to the Chargee and the other Lenders under the Credit Agreement (the "Lenders") by PRG-Schultz USA, Inc. and all other guarantors under the Credit Documents (the "Obligors") at present or in the future, in any manner whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon, except for any money or liability which, if it were so included, would cause the infringement of section 151 of the Companies Act 1985 (the "Indebtedness");

(b) all other obligations of the Obligors under the Credit Documents;

(continued on continuation sheet)

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

Blum Strategic Partners II, L.P.
909 Montgomery Street, Suite 400
San Francisco, California 94133

Postcode

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

Ashurst
Broadwalk House
5 Appold Street
London
EC2A 2HA

Time critical reference

For official Use (02/00)

Mortgage Section

Post room



A18
COMPANIES HOUSE

258
30/01/2006

Short particulars of all the property mortgaged or charged

As a continuing security for the payment of the Secured Amounts the Company, under the Guarantee and Debenture, has charged with full title guarantee in favour of the Chargee by way of a fixed charge all Book Debts (other than the Excluded Book Debts) and all Related Rights.

As further continuing security for the payment of the Secured Amounts the Company, under the Guarantee and Debenture, has charged with full title guarantee in favour of the Chargee by way of a floating charge all Book Debts (other than the Excluded Book Debts) not effectively charged by way of the fixed charge pursuant to the provisions of the Guarantee and Debenture.

The Guarantee and Debenture contains a negative pledge clause and a covenant for further assurance. The Guarantee and Debenture is subordinated to the prior payment and satisfaction in cash of all Senior Debt, as defined in an intercreditor and subordination agreement dated 23 December 2005, as the same may be amended, modified, restated or supplemented from time to time, to the extent and in the manner provided in such intercreditor and subordination agreement.

For defined terms please see Schedule 1 to this Form 395.

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

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95

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Date

27th JANUARY 2006

On behalf of [company] ~~XXXXXXXXXXXX~~ †

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

CHFP025

**Particulars of a mortgage or charge
(continued)**

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binding margin

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

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

Company Number

01478123

Name of Company

PRG-Schultz UK

Limited*

* delete if
inappropriate

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

(c) all losses, damages, costs and expenses incurred by the Chargee arising from any failure by an Obligor to pay the sums comprised in the Indebtedness as and when they fall due;

(d) interest on all sums covenanted to be paid from the date the Chargee or Lenders demand payment from the Company until payment of such sums (as well after as before any judgment) at the same rate at which default interest is payable under the Credit Agreement on the basis that such interest shall be compounded at the end of such period or periods as the Chargee or the Lenders may select.

The amount recoverable will not exceed an amount equal to the proceeds of the Book Debts (excluding the Excluded Book Debts) plus all other sums payable to the Chargee or the Lenders under clause 2.2 (Interest) and 15 (Costs and Charges) of the Guarantee and Debenture.

For defined terms please see Schedule 1 to this Form 395.

Please complete
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bold block lettering

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binding margin

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

*Please complete
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bold block lettering*

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SCHEDULE 1 TO FORM 395 FOR PRG-SCHULTZ UK LIMITED (REGISTERED IN ENGLAND & WALES NUMBER 01478123)

1.1 Defined Terms

In this Form 395 the following terms have the following meanings:

"Book Debts" means all book and other debts, both present and future, arising from the operations of the Company and from time to time owned by the Company or in which the Company is from time to time interested;

"Credit Agreement" means the credit facility dated 23 December 2005 between PRG-Schultz USA, Inc., PRG-Schultz International, Inc., certain subsidiaries of PRG-Schultz International, Inc. (as defined therein), the financial institutions party thereto as lenders (the **"Lenders"**) and Blum Strategic Partners II, L.P., as lender and as collateral agent;

"Credit Documents" means the Credit Agreement and each other Credit Document (as defined in the Credit Agreement);

"Excluded Book Debts" means all Book Debts of clients owed to the Company for auditing services performed by third party agents pursuant to associate agreements with the Company, including but not limited to Book Debts of the clients listed in the Guarantee and Debenture;

"Related Rights" means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset; and
- (c) any monies and proceeds paid or payable in respect of that asset.

1.2 Terms defined elsewhere

Terms not expressly defined in this Form 395 have the meanings given to those terms in the Credit Agreement.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01478123

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT GUARANTEE & DEBENTURE DATED THE 13th JANUARY 2006 AND CREATED BY PRG-SCHULTZ UK LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM PRG-SCHULTZ USA, INC TO BLUM STRATEGIC PARTNERS II, L.P. AND THE OTHER LENDERS ON ANY ACCOUNT WHATSOEVER; ALL MONIES DUE OR TO BECOME DUE FROM THE OBLIGORS; ALL MONIES DUE OR TO BECOME DUE FROM AN OBLIGOR TO BLUM STRATEGIC PARTNERS II, L.P. AND ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BLUM STRATEGIC PARTNERS II, L.P. OR LENDERS 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 30th JANUARY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1st FEBRUARY 2006.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

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