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

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

101

02666923

Name of company

* Frontline Staffing Limited (the "Security Obligor")

Date of creation of the charge

4 September 2009

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

Composite Guarantee and Debenture (the "Security Document")

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of any member of the Group to the Bank (as defined below) under or pursuant to any Finance Document (including all monies covenanted to be paid under the Security Document) (the "Secured Obligations").

Capitalised terms used above and not otherwise defined on this page shall have the meaning given to them in Schedule 1 to this Form 395.

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

KBC Business Capital, a division of KBC Bank NV, a company incorporated under the laws of Belgium and registered in England and Wales with number BR004567 and having its registered Branch Office at 5th Floor, 111 Old Broad Street, London (the "Bank")

Postcode EC2N 1BR

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

Mills & Reeve LLP
1 St. James Court
Whitefriars
Norwich
NR3 1RU
NEF/4013151-0032

For official Use (02/06)
Mortgage Section

Post room

WEDNESDAY



A05J5DBR

A06

16/09/2009

37

COMPANIES HOUSE

Time critical reference

Short particulars of all the property mortgaged or charged

Capitalised terms used below and in the continuation sheets and not otherwise defined on the first page of this Form 395 shall have the meaning given to them in Schedule 1 to this Form 395.

1. The Security Obligor charged and agreed to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest:

(a) by way of first legal mortgage the Specified Real Property;

(b) by way of first fixed charge:

- (i) all Real Property and all interests in Real Property not subject to the charge referred to in paragraph 1(a) above;
- (ii) all licences to enter upon or use land and the benefit of all other agreements relating to land; and
- (iii) the proceeds of sale of all Real Property other than Specified Real Property;

(SEE CONTINUATION SHEETS)

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed Mull & Reeve LLP

Date 15 September 2009

On behalf of ~~XXXXXX~~ [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 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

Name of company

*insert full name
of Company

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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)

(c) by way of first fixed charge all Specified P&M;

(d) by way of first fixed charge the benefit of all contracts, licences and warranties relating to the Specified P&M;

(e) by way of first fixed charge all P&M (not subject to the charges referred to in paragraphs 1(a), 1(b) or 1(c) above) and the benefit of all contracts, licences and warranties relating to the same;

(f) by way of first fixed charge:

(i) all computers, vehicles, office equipment and other equipment (not subject to the charge referred to in paragraph 1(c) above);
and

(ii) the benefit of all contracts, licences and warranties relating to the same,
other than any which are for the time being part of the Security Obligor's Inventory;

(g) by way of first fixed charge the Charged Securities;

(h) by way of first fixed charge all Securities Rights from time to time accruing to the Charged Securities;

(i) by way of first fixed charge all rights which the Security Obligor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Securities;

(j) by way of first fixed charge all Securities (not subject to the charge referred to in paragraph 1(g) above);

(k) by way of first fixed charge (A) all Securities Rights from time to time accruing to those Securities and (B) all rights which the Security Obligor may have at any time against any clearance or settlement system or any custodian in respect of any Securities;

(l) by way of first fixed charge all Non-Vesting Domestic A/R and their proceeds now or in the future owing to the Security Obligor;

(m) by way of first fixed charge all Related Rights relating to any Non-Vesting Domestic A/R;

(n) by way of first fixed charge all Non-Vesting Export A/R and their proceeds now or in the future owing to the Security Obligor;

(o) by way of first fixed charge all Related Rights relating to any Non-Vesting Export A/R;

(p) by way of first fixed charge all Other Proceeds;

Name of company

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- (q) by way of first fixed charge the Intellectual Property (if any) specified in part 4 of schedule 3 of the Security Document;
- (r) by way of first fixed charge all Intellectual Property (if any) not subject to the charge referred to in paragraph 1(q) above;
- (s) to the extent that any Assigned Asset is not effectively assigned under the assignments referred to in paragraph 2 below, by way of first fixed charge, such Assigned Asset;
- (t) by way of first fixed charge (to the extent not otherwise charged or assigned in the Security Document):
 - (i) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of the Security Obligor or the use of any of its assets; and
 - (ii) any letter of credit issued in favour of the Security Obligor and all bills of exchange and other negotiable instruments held by it; and
- (u) by way of first fixed charge all of the goodwill and uncalled capital of the Security Obligor.

2. The Security Obligor by way of security assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all its present and future right, title and interest in and to:

- (a) the proceeds of the sale of any Specified Real Property;
- (b) the proceeds of the sale of any Specified P&M;
- (c) the proceeds of the sale of any Charged Securities;
- (d) the proceeds of the sale of any Intellectual Property specified in part 4 of Schedule 3 of the Security Document;
- (e) the Inventory Insurances, all claims under the Inventory Insurances and the proceeds of the Inventory Insurances;
- (f) the P&M Insurances, all claims under the P&M Insurances and the proceeds of the P&M Insurances;
- (g) the Real Property Insurances, all claims under the Real Property Insurances and the proceeds of the Real Property Insurances;
- (h) the Insurances, all claims under the Insurances and all proceeds of the Insurances; and
- (i) Other Receivables (not subject to the assignments referred to in paragraphs 2(a) to 2(h) (inclusive) above).

To the extent that any Assigned Asset described in paragraphs 2(a) to 2(i) (inclusive) above is not assignable, the purported assignment to which that paragraph refers shall operate as an assignment of all present and future rights and claims of the Security Obligor to any proceeds of an Assigned Asset.

3. The Security Obligor charged and agreed to charge by way of first floating charge all of its present and future:

- (a) assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge or assigned pursuant to the mortgages, charges and assignments referred to in paragraphs 1 and 2 above or any other provision of the Security Document; and
- (b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland.

Additional Notes

The Security Obligor shall not do or agree to do any of the following without the prior written consent of the Bank:

- (a) create or permit to subsist any Security Interest on any Security Assets except a Security Interest which is permitted by the MFA; and/or
- (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not) the whole or any part of its interest in any Security Asset except for the sale at full market value of stock in trade in the usual course of trading as conducted by the Security Obligor at the date of the Security Document.

Schedule 1

"A/R" means an account receivable arising under a Contract of Sale and other financial obligation due or owing to an Obligor under a

Name of company

*insert full name
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Contract of Sale (including any applicable tax or duty payable by the Debtor to an Obligor), and where the context so admits shall include a part of an A/R (but excluding an Excluded A/R);

"ABL Insurances" means Inventory Insurances, P&M Insurances and Real Property Insurances and **"ABL Insurance"** means any policy of insurance falling within any of the definitions of Inventory Insurances, P&M Insurances and Real Property Insurances;

"Assigned Assets" means the Security Assets expressed to be assigned pursuant to the assignments referred to in paragraph 2 above;

"Charged Securities" means the Securities specified in the Annex to this Form 395;

"Collateral" means, in relation to the Security Obligor, all property and assets, whether real or personal, tangible or intangible in which the Security Obligor may, at any time, have any right, title or interest;

"Contract of Sale" means a contract for the supply of goods, or work done, or materials supplied, or hiring or any other contract recording a commercial trading relationship, which may at any time be entered into between an Obligor and a Debtor;

"Covenants Compliance Letter" means a letter issued by the Parent to the Bank pursuant to condition 10(c) of schedule 1 to the MFA;

"Debtor" means any person, including any body of persons corporate or unincorporated, incurring any payment obligation to an Obligor (whether under a present, future or prospective Contract of Sale or otherwise) and where the context so permits the person having the duty to administer the Debtor's estate upon death or insolvency;

"Excluded A/R" means A/R that is described as such in clause 7 of the MFA (if any);

"Export A/R" means A/R created under a Contract of Sale governed by English law, expressed in a Permitted Currency, and evidenced by an invoice addressed to a Debtor outside the United Kingdom;

"Finance Documents" means the MFA, the Other Security Documents, any Covenants Compliance Letter, any landlord's waiver and any other agreement, deed, notice, document or certificate entered into from time to time in connection therewith from time to time or designated by the Bank as being a **"Finance Document"**;

"Financial Records" means, in relation to the Collateral, all of the Security Obligor's rights to:

- (a) any ledger, computer data, records, documents, disks, electronic data, or machine-readable material on or by which the financial or other information pertaining to Collateral is recorded or evidenced; and
- (b) any equipment necessary for reading or amending the same;

"Group" means the Parent and its Subsidiaries from time to time;

"Insurances" means, save for the ABL Insurances, all policies of insurance (and all cover notes) which are at any time held by, or written in favour of, the Security Obligor, or in which the Security Obligor from time to time has an interest;

"Intellectual Property" means all present and future Intellectual Property Rights;

"Intellectual Property Rights" means:

- (a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests whether registered or unregistered; and
- (b) the benefit of all applications and rights to use such assets of the Security Obligor;

"Inventory" means all raw materials, work in progress and finished goods, being the stock-in-trade of the Security Obligor;

"Inventory Insurances" means those policies of insurance (if any) specified in part 5 of schedule 3 of the Security Document and any other policies of insurance which may replace those policies of insurance;

"MFA" means the master facilities agreement dated 4 September 2009 and made between the Bank (1), the Obligors (2) and the Parent (3) pursuant to which the Bank has agreed to make certain accounts receivable facilities and certain asset based lending facilities available to the Obligors;

"Non-Vesting Domestic A/R" means any A/R (other than an Export A/R) purportedly assigned to the Bank pursuant to the MFA but which does not, for any reason, vest absolutely and effectively in the Bank;

"Non-Vesting Export A/R" means any Export A/R purportedly assigned to the Bank pursuant to the MFA but which does not, for any reason, vest absolutely and effectively in the Bank;

Name of company

*insert full name
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"Obligors" means together the Security Obligor and Pulse Healthcare Limited, a company incorporated and registered under the laws of England and Wales with company number 03156103 and having its registered office at Turnford Place, Great Cambridge Road, Turnford, Broxbourne, Hertfordshire EN10 6NH (each being an "Obligor");

"Other Proceeds" means all and any monies paid to a Trust Account which are not the proceeds of A/R;

"Other Receivables" means, save for A/R, 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, the 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;

"Other Security Documents" means any security agreements for the time being securing (directly or indirectly) or creating a Security Interest over all or any of the obligations of the Obligors and the Parent under the Finance Documents and/or all or any obligations (present or future, actual or contingent) of the Obligors and the Parent to the Bank;

"Parent" means Pulse Staffing Limited, a company incorporated and registered under the laws of England and Wales with company number 06319718 and having its registered office at Building 1, Turnford Place, Great Cambridge Road, Hertfordshire EN10 6NH;

"Permitted Currencies" means the currencies detailed at clause 3(e) of the MFA and **"Permitted Currency"** shall be construed accordingly;

"P&M" means all plant, machinery, other capital equipment (excluding Inventory) owned by an Obligor from time to time wherever located and all spare parts, replacements, modifications and additions for or to the same and any manuals, logbooks or registration documents relating thereto;

"P&M Insurances" means those policies of insurance (if any) specified in part 6 of schedule 3 of the Security Document and any other policies of insurance which may replace those policies of insurance;

"Real Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to an Obligor or the Parent, or in which the Security Obligor has an interest at any time, together with:

(a) all buildings and fixtures (including trade fixtures) and fixed P&M at any time thereon;

(b) all easements, rights and agreements in respect thereof; and

(c) the benefit of all covenants given in respect thereof;

"Real Property Insurances" means those policies of insurance (if any) specified in part 7 of schedule 3 of the Security Document and any other policies of insurance which may replace those policies of insurance;

"Related Rights" means, in relation to an A/R:

(a) other than rights relating to ownership of goods, any rights of the Security Obligor as an unpaid vendor or provider of services under the Contract of Sale giving rise to an A/R;

(b) the benefit of all insurances;

(c) all negotiable and non-negotiable instruments, all securities, bond guarantees and indemnities;

(d) the Financial Records;

"Securities" means all stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of the Security Document) at any time owned (legally or beneficially) by the Security Obligor, held by a nominee on its behalf or in which the Security Obligor has an interest at any time;

"Securities Rights" means:

(a) all dividends, distributions and other income paid or payable on the relevant Securities or Charged Securities or on any asset referred to in paragraph (b) of this definition;

(b) all rights, monies or property accruing or offered at any time in relation to such Securities or Charged Securities whether by way of redemption, substitution, exchange, bonus or preference, under option rights 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

Name of company

*insert full name
of Company

* Frontline Staffing Limited (the "Security Obligor")

(c) any other guarantee, indemnity warranty, agreement, or arrangement having the effect of conferring security;

"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Security Document;

"Specified P&M" means the P&M (if any) specified in part 2 of schedule 3 of the Security Document;

"Specified Real Property" means the estates and interests in freehold, leasehold and other immovable property (if any) specified in part 1 of schedule 3 of the Security Document, together with:

- (a) all buildings and fixtures (including trade fixtures) and fixed P&M at any time thereon;
- (b) all easements, rights and agreements in respect thereof; and
- (c) the benefit of all covenants given in respect thereof;

"Subsidiary" of a company or corporation means any company or corporation:

- (i) which is controlled, directly or indirectly by the first mentioned company or corporation; or
- (ii) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the first-mentioned company or corporation; or
- (iii) which is a subsidiary of another subsidiary of the first mentioned company or corporation; and

"Trust Account" means any bank account referable to the Security Obligor, mandated in favour of and otherwise controlled by the Bank and/or declared in trust for the Bank and/or blocked and/or the subject of an automatic sweep of credit balances to any account of the Bank, and which the Security Obligor has no right, title or interest in or to any balance standing from time to time to the credit thereof.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2666923
CHARGE NO. 10**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND
DEBENTURE DATED 4 SEPTEMBER 2009 AND CREATED BY
FRONTLINE STAFFING LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM ANY MEMBER OF THE GROUP
TO KBC BUSINESS CAPITAL A DIVISION OF KBC BANK NV 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 16
SEPTEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 SEPTEMBER
2009

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES