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write in
this marginPlease complete
legibly, preferably
in black type, or
bold block lettering* insert full name
of Company

COMPANIES FORM No. 395

008648/13

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



04320853

Name of company

* WorkDirections UK Limited "Company"

Date of creation of the charge

30 March 2007

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

Debenture dated 30 March 2007 granted by Ingeus Europe Limited, WorkDirections UK Limited and Ingeus Investments Limited in favour of HSBC Bank Australia Limited

Amount secured by the mortgage or charge

See continuation sheet 1

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

HSBC Bank Australia Limited, Securities Processing Centre, PO Box 3924, 79 Hoyle St, Sheffield

Postcode S1 9BD

Presenter's name address and
reference (if any)L Millard, Mallesons Stephen
Jaques, Level 6, 10 Noble St,
London EC2V 7JX

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

MONDAY



L95PDORG

LD3

16/04/2007

192

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See continuation sheet 2

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

Particulars as to commission allowance or discount (note 3)

Signed

Mallison Steph Japer

Date

16-4-07

On behalf of ~~company~~ *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 are to be made payable to **Companies House**
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ

WORKDIRECTIONS UK LIMITED
COMPANIES FORM No. 395

Continuation sheet No. 1

Amount secured by the mortgage or charge

The payment and discharge of the Debt (as defined below)

Debt means all the money and liabilities whatever, whenever and however incurred whether now or in the future due, or become due, from Ingeus Europe Limited ("**Company**") to HSBC Bank Australia Limited ("**Bank**") This includes, but is not limited to

- (a) overdrafts, loans or other facilities and further advances of money,
- (b) guarantees and indemnities to the Bank and any of the Company's other contingent liabilities,
- (c) discount, commission and other lawful charges and expenses,
- (d) interest in accordance with any agreement between the Company and the Bank and, if there is no agreement, interest on any money and liabilities due from the Company at an annual rate of 3% above the Bank's base rate from time to time computed and compounded monthly and/or according to the Bank's then current practice. Interest as above applies before and after any demand or judgment,
- (e) all amounts necessary to reimburse the Bank for all costs, charges and expenses (including, without limitation, all amounts reasonably determined by the Bank to be necessary to compensate it for internal management or administration costs, charges and expenses) properly incurred by the Bank
 - (i) in ensuring the Debenture is effective,
 - (ii) in connection with the improvement, perfection or protection of the security by the Debenture,
 - (iii) in the exercise of any rights, remedies, powers, authorities and discretions conferred under, or in connection with, the Debenture (together with any value added tax or similar tax charged or chargeable in respect of it)

These amounts are calculated on a full indemnity basis and include, until the amounts are reimbursed, interest at the rate of three per cent per annum over the Bank's base rate from time to time calculated and compounded monthly and/or according to the Bank's then current practice

WORKDIRECTIONS UK LIMITED
COMPANIES FORM No. 395

Continuation sheet No. 2

Short particulars of all the property mortgaged or charged

The Company, with full title guarantee, and as security for the payment and discharge of the Debt, charges

- (a) By way of legal mortgage all freehold and leasehold land now vested in the Company together with all buildings fixtures, fittings and fixed plant and machinery now or at any time afterwards on it This includes (without limitation) the land described or referred to in Part 1 of the First Schedule of the Debenture subject only to the other mortgages or matters (if any) mentioned in Part 2 of the First Schedule of the Debenture
- (b) By way of first fixed charge, the chattels (including all additions and improvements to, and replacements of, them from time to time), securities, intellectual property and/or other property mentioned in the Second Schedule of the Debenture
- (c) By way of first fixed charge (except as already charged above)
 - (i) All the present and future right, title and interest of the Company in or to any freehold or leasehold land or other immovable property wherever situated and all fixtures, fittings and fixed plant and machinery now or at any time afterwards on it
 - (ii) All chattels now or at any time afterwards belonging to the Company This excludes any of them for the time being forming part of the stock in trade or work-in-progress of the Company or which are, for the time being, otherwise effectively charged by way of legal mortgage or fixed charge by the Debenture
 - (iii) The benefit of all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to any land or other property mentioned above and/or to any trade or business from time to time carried on by the Company
 - (iv) Any credit balance on any account of the Company with the Bank
 - (v) Any credit balance on any account of the Company with any bank (other than the Bank) or other person
 - (vi) All goodwill and uncalled capital for the time being of the Company
 - (vii) All stocks, shares, debentures, bonds, loan capital and other securities of any description of any other person (including, without limitation, any subsidiary or subsidiary undertaking of the Company) In addition

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Continuation sheet No. 3

- (A) all rights to subscribe to or convert other securities into or otherwise acquire any such securities now or at any time afterwards belonging to the Company, and
- (B) all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to, any of these (together with any securities mentioned in the Second Schedule of the Debenture, collectively called, the "securities")
- (viii) All letters patent, trademarks, service marks, designs, utility models, copyrights, design rights, applications for registration of any of them and the right to apply for them in any part of the world In addition, moral rights, inventions, confidential information, know-how and rights of a similar nature arising or subsisting anywhere in the world in relation to all or any of the above (whether registered or unregistered) now or at any time afterwards belonging to the Company (together with any of the same mentioned in the Second Schedule of the Debenture), collectively called the "intellectual property"
- (ix) All policies of life insurance or assurance and all rights and claims to which the Company is now, or may at any time afterwards, become entitled in relation to the proceeds of them or of any other policies of insurance of any description (including, without limitation, the insurances mentioned in Clause 8(a) of the Debenture)
- (x) All rights and other property to which the Company is now, or may at any time afterwards, become entitled as a result of, or in connection with, any proceedings threatened or commenced under the Insolvency Act 1986 or any similar legislation in any jurisdiction
- (xi) The benefit of all agreements for the provision by the Company to any person of any loan or credit or other financial accommodation of any description (including, without limitation, any finance leases and hire or hire-purchase agreements) now, or at any time afterwards, entered into by the Company
- (xii) The proceeds of sale of any property mentioned above
- (d) By way of floating charge, all the undertakings of the Company and all its property whatsoever and wheresoever both present and future This will not include any part of the same which is, for the time being, effectively charged by way of legal mortgage or fixed charge by the Debenture and recognised as effectively so charged under the laws of the jurisdiction in which the same is situated

WORKDIRECTIONS UK LIMITED
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Continuation sheet No. 4

NOTE:

Negative pledge

The Company shall not, except with the prior written consent of the Bank

- (a) create, or attempt to create, or allow to subsist over all or any of the charged property, any mortgage, charge, lien, pledge or other security other than the Debenture and the mortgages or matters (if any) mentioned in Part 2 of the First Schedule of the Debenture, or
- (b) allow any tangible property, forming part of the fixed charged property, to leave the possession of the Company (except for the purpose of necessary repair or maintenance) or to be used by any person other than the Company or for any purpose other than in connection with the business of the Company, or
- (c) release, exchange, compound, set off, grant time or agree to any other arrangement in respect of, or in any other way deal with, all or any of the debts except as expressly allowed by the Debenture, or
- (d) part with, hire, lend, sell, assign or dispose of all, or any part of (or any right, title or interest in), the fixed charged property or all, or (except by a sale or disposal in the ordinary course of the Company's business and for the purpose of carrying on the same) any part of the remainder of the charged property

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 04320853

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 30th MARCH 2007 AND CREATED BY WORKDIRECTIONS UK LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO HSBC BANK AUSTRALIA 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 16th APRIL 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23rd APRIL 2007



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES