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* Insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

022283/26

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

2			
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05648042

Name of company

TMP (Holdings) Limited having its registered office at Carmelite, 50
Victoria Embankment, London, EC4Y ODX (the "Parent" and a "Chargor")

Date of creation of the charge

10 May 2006

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

Debenture (the "Debenture")

Amount secured by the mortgage or charge

All the present and future obligations and liabilities of any and all the
Chargors and/or TMP Media (Ireland) Limited from time to time to Barclays
Bank plc (the "Bank") and/or each of the Secured Parties under the
Debenture, the Facilities Agreements and each other Finance Document,
whether actual, contingent, sole, joint and/or several or otherwise,
including without limitation, all obligations to indemnify the Bank and
each of the other Secured Parties and all interest, cost and expenses and
so that such interest shall be computed and compounded as well after as
before any demand or judgment obtained under or in relation to the
Debenture (the "Secured Liabilities").

See Schedule for definitions.

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

Barclays Bank plc (Company Number: 01026167) registered office 1
Churchill Place, London (the "Bank")

Postcode E14 5HP

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

Dundas & Wilson
5th Floor, Northwest
Wing, Bush House
Aldwych
London WC2B 4EZ
LDE 127 - DX

Time critical reference

LMF/ADCF/CLP/BAR011.0095

For official use (02/2006)
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

See Schedule.

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in black type or
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lettering

A fee is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

† Delete as
appropriate

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Dundas & Wilson LLP

Date

24 May 2006

On behalf of ~~[company]~~ ~~[mortgagee]~~/chargee] †

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 CF4 3UZ.

**This is the Schedule to the preceding Companies House Form 395 relative to the
Debenture between TMP (Holdings) Limited (05648042) and Barclays Bank plc dated
10 May 2006.**

1. SHORT PARTICULARS OF ALL PROPERTY MORTGAGED OR CHARGED

1. FIXED CHARGES

- 1.1 Each Chargor with full title guarantee, has charged in favour of the Bank as security for the payment of all Secured Liabilities (whether of that or any other Chargor) by way of first legal mortgage, all of its legal and beneficial interest in and to the Properties;
- 1.2 Each Chargor, as security for the payment of all Secured Liabilities (whether of that or any other Chargor) with full title guarantee has charged in favour of the Bank by way of first fixed charge:
- 1.2.1 (to the extent the same are not the subject of an effective mortgage under Clause 3.1 of the Debenture as described by Clause 1.1 above) all other properties at the date of the Debenture belonging to it and acquired by it in the future;
 - 1.2.2 all plant and machinery (not charged by Clause 3.1 or 3.2.1 of the Debenture as described by clauses 1.1 and 1.2.1 above) at the date of the Debenture or in the future owned by it, its interest in any such plant or machinery in its possession and all contracts, licences and warranties relating to the same;
 - 1.2.3 the Charged Shares held at the date of the Debenture or in the future by it and/or any nominee on its behalf together with all Related Rights;
 - 1.2.4 (to the extent the same are not charged by Clause 3.2.3 of the Debenture as described by Clause 1.2.3 above) the Charged Investments, held at the date of the Debenture or in the future by it and/or any nominee on its behalf together with all Related Rights.
 - 1.2.5 all moneys (including interest) standing at the date of the Debenture or in the future to the credit of any bank account held by it with any bank, financial institution or other person and all rights in relation thereto and all debts represented thereby;
 - 1.2.6 to the extent they are not the subject of an effective assignment under Clause 3.3 (*Assignments*) of the Debenture as described by Clause 1.3 below all benefits in respect of Insurances (including the Key-man Policy), all claims in (and proceeds thereof) respect thereof and return of premiums in respect thereof to which the Chargor is at the date of the Debenture or may at any future time become entitled;
 - 1.2.7 (to the extent that the same do not fall within any other sub-paragraph of Clause 3.2 of the Debenture as described by this Clause 1.2 all book and other debts and other moneys due, owing, payable or incurred to it at the date of the Debenture or at any time in the future and the benefit of all rights, securities and guarantees of any nature whatsoever at the date of the Debenture or at any time enjoyed or held by them in relation to the foregoing including, for the avoidance of doubt, in each case the proceeds of the

same, all liens, reservations of title, and other rights enabling the Chargor to enforce such debts;

- 1.2.8 its present and future beneficial interest, claim or entitlement in any pension fund;
- 1.2.9 its present and future goodwill;
- 1.2.10 the benefit of all present and future licences (statutory or otherwise) held or to be held in connection with its business or the use of any of the Charged Property and the right to recover and receive all compensation which may at any time become payable to it in respect thereof;
- 1.2.11 its present and future uncalled capital;
- 1.2.12 all its Intellectual Property;
- 1.2.13 (to the extent they are not subject to an effective assignment under Clause 3.3 of the Debenture as described by Clause 1.3 below) all its rights under the Acquisition Agreement.
- 1.2.14 (to the extent they are not subject to an effective assignment under Clause 3.3 of the Debenture as described by Clause 1.3 below) all its rights under the Reports;
- 1.2.15 (to the extent they are not subject to an effective assignment under Clause 3.3 of the Debenture as described by Clause 1.3 below) all its rights under the Occupational Leases;
- 1.2.16 (to the extent they are not subject to an effective assignment under Clause 3.3 of the Debenture as described by Clause 1.3 below) all its rights under the Key-man Policy.

1.3 Each Chargor has assigned to the Bank:

- 1.3.1 all its rights under the Occupational Leases;
- 1.3.2 all its rights under the Acquisition Agreement;
- 1.3.3 all its rights under the Reports and
- 1.3.4 all its rights under the Key-man Policy.

1.4 A reference in the Debenture or this 395 to a charge or mortgage of any freehold or leasehold property (including, for the avoidance of doubt, but without prejudice to the foregoing generality, the Properties) includes:

- 1.4.1 all buildings and Fixtures on that property;
- 1.4.2 the proceeds of sale of any part of that property; and
- 1.4.3 the benefit of any covenants for title given or entered into by any predecessor in title of a Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

2. FLOATING CHARGE

- 2.1 Each Chargor with full title guarantee, as security for the payment of the Secured Liabilities (whether of that or any other Chargor), has charged in favour of the Bank by way of a first floating charge (i) all its assets situated outside Scotland or governed by a body of law other than Scots law and not otherwise effectively charged or assigned by way of fixed mortgage or charge or assignment by Clause 3 (*Fixed Charges*) of the Debenture as described by Clause 1 above or by a separate security agreement, and (ii) all its assets situated in Scotland or otherwise governed by Scots law.
- 2.2 No Chargor shall otherwise than as permitted by Clause 24.14 of the Senior Facility Agreement:
- 2.2.1 create or permit to subsist any Security over all or any part of the Charged Property other than the Permitted Security;
- 2.2.2 part with, sell, transfer or otherwise dispose of or agree to part with, sell, transfer or otherwise dispose of all or any part of the Charged Property.
- 2.3 The Bank may by notice to any Chargor convert the floating charge created by the Debenture into a fixed charge over any Charged Property specified (generally or specifically) in the notice if: (i) an Event of Default has occurred and which is continuing; and/or (ii) any assets specified in the notice are, in the opinion of the Bank, in danger of being seized or sold under any form of distress, attachment, execution or other legal process or otherwise in jeopardy; and/or (iii) it reasonably considers it desirable to do so in order to protect or preserve the Security Interests over those Charged Property and/or the priority of those Security Interests.
- 2.4 The floating charges created by the Debenture by each Chargor shall, (other than in respect of any of the Charged Property situate in Scotland if and to the extent that a Receiver would not be capable of exercising his powers in Scotland in relation thereto pursuant to Section 72 of the Insolvency Act 1986 by reason of any automatic conversion) in addition to the circumstances in which the same will occur under general law, automatically be converted into a fixed charge:
- 2.4.1 in relation to any Security Asset which is subject to a floating charge if:
- (a) any person takes any steps to effect any expropriation, attachment, sequestration, distress or execution against that Security Asset; and/or;
- (b) any Chargor takes any step to create any Security in breach of Clause 4.2 of the Debenture as described by Clause 2.2 above over any of the Charged Property not subject to a fixed Security Interest;
- 2.4.2 over all the Charged Property if:
- (a) a meeting of any Chargor is convened for the purpose of considering any resolution for (or to petition for) its winding-up or for its administration or any such resolution is passed; or
- (b) any person presents a petition for the administration or winding-up or bankruptcy of any Chargor; or

- (c) any person takes any steps to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Property; or
 - (d) an administrator is appointed or the Bank receives notice of any intention to appoint an administrator; or
 - (e) if there occurs in relation to any Chargor any of its assets in any country or territory in which it is incorporated or carries on business or to the jurisdiction of whose courts it or any of its assets is subject any event which corresponds in that country, territory or jurisdiction with any of those mentioned in clauses 4.4.2(a) to (d) inclusive of the Debenture as described by clauses 2.4.2(a) to (d) above.
- 2.5 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (as amended by Schedule 16 of the Enterprise Act 2002) shall apply to any floating charge created pursuant to the Debenture.

3. DEFINITIONS

Accession Letter means a document substantially in the form set out in Schedule 6 (*Form of Accession Letter*) of the Senior Facility Agreement.

Accountants' Report means the report by KPMG dated on or around 10 May 2006 relating to the target assets in terms acceptable to the Bank and addressed to, and/or capable of being relied upon by, the Bank.

Acquisition Agreement means the business purchase agreement dated on or around 10 May 2006 relating to the sale and purchase of the target assets and made between the Original Borrowers, Monster Worldwide Inc. and the Vendors.

Additional Borrower means a company which becomes a Borrower in accordance with Clause 27 (*Changes to the Obligors*) of the Senior Facility Agreement.

Additional Guarantor means a company which becomes a Guarantor in accordance with Clause 27 (*Changes to the Obligors*) of the Senior Facility Agreement.

Ancillary Document means each document relating to or evidencing the terms of an Ancillary Facility.

Ancillary Facility means any ancillary facility made available in accordance with Clause 6 (*Ancillary Facilities*) of the Senior Facility Agreement.

Ancillary Facility Letter means the facility letter between the Bank and the Company dated on or around 10 May 2006 in respect of ancillary facilities of up to £8,100,000.

Ancillary Finance Documents means the Debenture, the Ancillary Facility Letter and all documents entered into pursuant thereto or in connection therewith and designated as an **Ancillary Finance Document** by the Bank.

Borrower means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 27 (*Changes to the Obligors*) of the Senior Facility Agreement.

Certificate of Title means a certificate of title, prepared by English and Scottish legal counsel for the Obligors relating to the Properties and addressed to, and/or capable of being relied upon by, the Bank.

Charged Investments of each Chargor means:

- (a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit);
- (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments;
- (c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person); and
- (d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from investments or such rights.

Charged Property means all assets, rights and property of each Chargor the subject of any Security created or intended to be created by the Debenture.

Charged Shares means the shares specified in Part III (*Charged Shares*) of Schedule 2 of the Debenture and as detailed in the Schedule attached hereto.

Chargor means the Company and the Parent, together the **Chargors**.

CID Facility means each confidential invoice discounting facility between the Bank and each Original Borrower dated on or around 10 May 2006 in aggregate for up to £8,500,000 as amended, supplemented, varied, restated and novated from time to time.

CID Facility Agreement means the CID Facility together with the Irish CID Facility Agreement as amended, supplemented, varied, restated and novated from time to time.

CID Finance Documents means the Debenture, the CID Facility Agreement and all documents entered into pursuant thereto or in connection therewith and designated as a **CID Finance Document** by the Bank.

CID Side Letter means the side letter from the Bank to the Obligors dated on or around 10 May 2006 in respect of the CID Facility.

Company means TMP (UK) Limited (Company Number: 05648039), having its registered office at Carmelite, 50 Victoria Embankment, Blackfriars, London EC4Y 0DX.

Compliance Certificate means a certificate substantially in the form set out in Clause 8 (*Form of Compliance Certificate*) of the Senior Facility Agreement.

Delegate means any delegate, agent, attorney or co-trustee appointed by the Bank.

Event of Default means any event or circumstance specified as such in Clause 25 (*Events of Default*) of the Senior Facility Agreement.

Exit Report means the report prepared by KPMG and dated on or around 10 May 2006.

Facility Agreements means the Senior Facility Agreement, the CID Facility Agreement, the Irish CID Facility Agreement, the Ancillary Facility Letter and any other loan agreement entered into from time to time in respect of the Secured Liabilities.

Finance Documents means the Facility Agreements, the CID Finance Documents, the Irish CID Finance Documents, the Ancillary Finance Documents and the Senior Finance Documents and any document designated as a **Finance Document** by the Bank and the Company.

Fixtures means in relation to any freehold or leasehold property charged by or pursuant to the Debenture all fixtures and fittings (including trade fixtures and fittings other than occupational tenants' fixtures and fittings) and fixed plant and machinery from time to time thereon, the property wherein is vested in any Chargor.

Group means the Parent and each of its subsidiaries.

Guarantor means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 27 (*Changes to the Obligors*) of the Senior Facility Agreement.

Insurance Report means an insurance report in the agreed form prepared by Marsh and addressed to, and/or capable of being relied upon by, the Bank and its assignees and transferees.

Insurances means all contracts and policies of insurance or indemnities which are from time to time taken out by or on behalf of any Chargor or (to the extent of the Chargor's interest) in which any Chargor has an interest which definition shall include for the avoidance of doubt the Key-man Policies.

Intellectual Property means all know-how, patents, trade marks, service marks, designs, utility models, business names, domain names, topographical or similar rights, copyrights (including rights in computer software), moral rights, inventions, confidential information and other intellectual property monopoly rights and all interests (including by way of licence) subsisting anywhere in the world in any of the foregoing (in each case whether registered or not and including all applications for the same).

Intercreditor Agreement means the intercreditor agreement dated 10 May 2006 and made between the Parent, the other Obligors, the Bank, the Loan Note Holders and the Investors and certain others.

Investor Loan Noteholder means each of the Investors and any person to whom any of the Investor Loan Notes are transferred from time to time.

Investor Loan Notes means the (i) the "A" £2,500,000, 8% fixed rate secured loan notes of the Parent and (ii) the "B" £12,000,000 8% fixed rate secured loan notes of the Parent.

Investor has the meaning given to that term in the Shareholders Agreement.

Irish CID Facility Agreement means the confidential invoice discounting facility agreement between the Bank and TMP Media (Ireland) Limited dated on or around 10 May 2006 for up to £8,500,000 in aggregate together with the CID Facility Agreement as amended, supplemented, varied, restated and novated from time to time.

Irish CID Finance Documents means the Debenture, the Irish CID Facility Agreement and all documents entered into pursuant thereto or in connection therewith and designated as an **Irish CID Finance Document** by the Bank.

Key-man Policy means a key-man life assurance policy (in form and substance reasonably satisfactory to the Bank and with such insurer as the Bank may reasonably approve) taken out and maintained by the Parent for a period of five years in respect of the death or disability and/or critical illness of the following individuals and in not less than the following respective amounts:

Name of Individual	Amount (£)
Andrew Wilkinson	£1,000,000
John Porter	£500,000
Tim Jakob	£500,000

and any substitute or replacement policy entered into relating to the same.

Legal Due Diligence Report means the legal due diligence report dated on or around 10 May 2006, prepared by Taylor Wessing relating to the acquisition and addressed to, and/or capable of being relied upon by, the Bank and its assignees and transferees.

Loan Note Holders means the Vendor Loan Note Holder and the Investor Loan Note Holder.

Management Team Report means the report prepared by Diligensia and dated on or around 10 May 2006.

Manager has the meaning given to that term in the Shareholders Agreement.

Market Report means a market report prepared by Armstrong Transaction Services Limited and dated 28 March 2006 and addressed to, and/or capable of being relied upon by, the Bank and its assignees and transferees.

Occupational Leases means each lease listed in Part II of Schedule 2 of the Debenture and detailed in the Schedule attached hereto together with all occupational leases or licences or other right of occupation to which any Chargor's interest in any Property may be subject from time to time.

Obligor means a Borrower or a Guarantor.

Original Borrowers means the Company and TMP Media (Ireland) Limited.

Original Guarantor means the TMP Media (Ireland) Limited, the Company and the Parent.

Parent means TMP (Holdings) Limited (company number 05648042), with its registered office at Carmelite, 50 Victoria Embankment, Blackfriars, London EC4Y 0DX.

Permitted Security has the meaning ascribed to it in the Senior Facility Agreement.

Property means each property listed in Part I (*the Property*) of Schedule 2 of the Debenture and as detailed in the Schedule attached hereto and any other estate and/or interest in freehold, leasehold and other immovable property anywhere in the world belonging to a Chargor or in which any Chargor has an interest from time to time (in each case including all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon) and "**Properties**" shall be construed accordingly.

Quasi-Security has the meaning given to that term in Clause 24.14 (*Negative pledge*) of the Senior Facility Agreement.

Receiver means a receiver and manager other receiver or administrative receiver appointed in respect of the Charged Property.

Related Rights means:

- (a) any dividend or interest paid or payable in relation to any of the Charged Shares and/or Charged Investments;
- (b) any stock, shares, securities, rights, moneys or property accruing or offered at any time, (whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise) to or in respect of any of the Charged Shares and/or Charged Investments or in substitution or exchange for or otherwise derived from any of the Charged Shares and/or Charged Investments; and
- (c) any dividend, interest or other income in respect of any asset referred to in paragraph (b) above.

Report on Title means the report on title prepared by legal counsel for the Obligors relating to the Properties situated in Ireland and addressed to, and/or capable of being relied upon by, the Bank.

Reports means the Accountants' Report, the Legal Due Diligence Report, the Tax Report, the Separation Report, the Insurance Report, the Market Report, the Management Team Report, the Exit Report, the Certificates of Title and the Report on Title.

Resignation Letter means a letter substantially in the form set out in Schedule 7 (*Form of Resignation Letter*) of the Senior Facility Agreement.

Secured Parties means the Bank and any Receiver or Delegate.

Security means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

Security Assets means the property rights, assets and income of the Chargor charged to the Bank (whether by way of fixed or floating charge) by the Debenture

and each and every part thereof and shall, where the context admits or requires, include either the whole or any part thereof.

Security Interest means all or any of the Security created or expressed to be created by or pursuant to the Debenture.

Senior Facility Agreement means the revolving credit facility agreement between, *inter alios*, the Company as Borrower, Barclays Leveraged Finance as arranger and the Bank as lender dated on or around 10 May 2006 in respect of revolving credit and ancillary facilities of up to £7,000,000 as at 10 May 2006 as amended, varied, supplemented, restated and novated from time to time.

Senior Finance Document means the Debenture, the Senior Facility Agreement, any Accession Letter, any Ancillary Document, any Compliance Certificate, the Intercreditor Agreement, any Resignation Letter, any Transaction Security Document, any Utilisation Request, the CID Facility, the CID Side Letter and any other document designated as a Finance Document by the Bank and the Parent.

Separation Report means the report by KPMG dated on or around 10 May 2006, relating to the target assets in terms acceptable to the Bank and addressed to, and/or capable of being relied upon by, the Bank and its assignees and transferees.

Shareholders' Agreement means the subscription agreement dated on or around 10 May 2006 and made between the Parent, the Managers and the Investors.

Tax Report means the tax structuring report on the Group prepared by Grant Thornton and dated on or around 10 May 2006.

TMP Media (Ireland) Limited means TMP Media (Ireland) Limited (registration number 413107), with its registered office at Arthur Cox Building, Earlsfort Terrace, Dublin 2, Ireland.

Transaction Security Documents means the Debenture and each of the documents listed as being a Transaction Security Document in paragraph 3.5 of Part I of Schedule 2 (*Conditions Precedent*) of the Senior Facility Agreement and any document required to be delivered to the Bank under paragraph 12 of Part II of Schedule 2 (*Conditions Precedent*) of the Senior Facility Agreement together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents.

Utilisation Request means a notice substantially in the relevant form set out in Part I of Schedule 3 (*Requests*) of the Senior Facility Agreement.

Vendor means each of TMP Worldwide Limited registered in England and Wales (registered number 01881381) and Monster Worldwide Ireland Limited registered in Ireland (registered number 337700).

Vendor Loan Notes means (i) the "A" £2,500,000 8% fixed rate secured loan notes of the Parent and (ii) the "B" £2,500,000 8% fixed rate secured loan notes of the Parent.

Vendor Loan Noteholders means each of the Vendors and any person to whom any of the Vendor Loan Notes are transferred from time to time.

SCHEDULE

THE PROPERTY

None

THE OCCUPATIONAL LEASES

None

THE CHARGED SHARES

1 ordinary share of £1 in the share capital of the Company.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05648042

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 10th MAY 2006 AND CREATED BY TMP (HOLDINGS) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE CHARGORS AND/OR TMP MEDIA (IRELAND) LIMITED TO BARCLAYS BANK PLC AND/OR EACH OF THE SECURED PARTIES 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 25th MAY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26th MAY 2006.

DM



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES