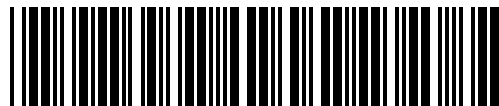




**Registration of a Charge**

Company Name: **TOP CLASS RECRUITMENT LTD.**

Company Number: **SC423478**



Received for filing in Electronic Format on the: **30/06/2021**

XA7QH3C3

**Details of Charge**

Date of creation: **23/06/2021**

Charge code: **SC42 3478 0004**

Persons entitled: **BARCLAYS SECURITY TRUSTEE LIMITED**

Brief description:

**Contains fixed charge(s).**

**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**

**Contains negative pledge.**

**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **BARCLAYS SECURITY TRUSTEE LIMITED**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 423478

Charge code: SC42 3478 0004

The Registrar of Companies for Scotland hereby certifies that a charge dated 23rd June 2021 and created by TOP CLASS RECRUITMENT LTD. was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th June 2021 .

Given at Companies House, Edinburgh on 30th June 2021

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

Note: This document should be used when the customer is a Scottish entity has English book debts and other assets in England to charge and it is also granting a floating charge.

The company/LLP executing this Fixed charge understands that this document (including any attachments) will be available for inspection by any person upon application to Companies House

## Fixed charge by a company – own liabilities

IMPORTANT – PLEASE READ THIS NOTE BEFORE THIS FIXED CHARGE IS EXECUTED

This fixed charge is an important legal document. The Security Holder strongly recommends that the Company seek the advice of a solicitor or other legal adviser before executing this fixed charge.

- This is a fixed charge including fixed charges over the assets referred to in Clause 3.1.2.
- The Security Holder will hold this fixed charge as security for all debts and other liabilities owed to it by the Company, including under the agreement to pay contained in Clause 2. This includes amounts owed to the Bank under the Agreement.
- The Company's liabilities under this fixed charge will include any liabilities owed under any guarantee or indemnity which the Company has given to or may give to the Secured Parties in the future.
- If any of the debts or liabilities secured by this fixed charge are not paid when due, the Security Holder can appoint a receiver, or take possession of the property and any of the assets charged by this fixed charge and sell them.
- This fixed charge is separate from and not limited by any other security or guarantee which the Company may have already given or may give any member of the Barclays Group in the future.

This fixed charge is made on ..... 23rd June ..... 2021 by the 'Company':

Top Class Recruitment Limited.

Registered Number: SC423478

in favour of BARCLAYS SECURITY TRUSTEE LIMITED as security trustee (in such capacity the 'Security Holder') for itself and for each of BARCLAYS BANK PLC, BARCLAYS BANK UK PLC and BARCLAYS MERCANTILE BUSINESS FINANCE LIMITED (together with the Security Holder, the 'Secured Parties' which term shall include all, each or any of them as the context permits) of 1 Churchill Place, London E14 5HP but whose address for service is Level 5, One Snowhill, Snow Hill Queensway, Birmingham, B4 6GN as security for the Company's liabilities to the Secured Parties.

By executing this fixed charge, the Company enters into the agreements and covenants and create the charges set out in this document.

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## 1. Definitions

In this fixed charge, unless the context otherwise requires:

'Agreement' means the sales finance agreement entered into between the Company and the Bank (as amended, varied, substituted or replaced, from time to time);

'Assets' means all the Company's undertaking, property, assets, rights and revenues, whatever and wherever in the world, present and future, and includes each or any of them;

'Bank' means Barclays Bank PLC;

'Barclays Group' means Barclays PLC and its Subsidiaries;

'Debts' means any obligation due to the Company under a contract between the Company and a third party for the supply of goods or the provision of services or work done and materials supplied or hiring (including any tax or duty payable) whether present, future or contingent, and all its Related Rights; a Debt, where the context permits, includes part of such obligation or part of such Related Rights;

'Intellectual Property' means all patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) and, in each case, any extensions and renewals of, and any applications for, these rights;

'Intellectual Property Rights' means all and any of the Company's Intellectual Property and all other intellectual property rights and other rights, causes of action, interests and assets comprised in clause 3.1.2(h);

'Land' includes freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenants' fixtures);

'Non-Vesting Debts' means all Debts which do not, for any reason, vest absolutely and effectively in the Bank from time to time together with the Related Rights to such Debts and the proceeds of Related Rights;

'Other Debts' means all debts or monetary amounts owing to the Company now or in the future (including, without limitation, all sums owing by the Bank to the Company under the Agreement and all overpayments or other sums refundable to the Company by any person), excluding only Non-Vesting Debts, Debts purchased by the Bank under the Agreement (unless re-assigned or due to be re-assigned by the Bank to the Company) and debts owing to the Company on fluctuating accounts with the Company's associates (as defined by section 1260(3) of the Companies Act 2006);

'Receivables' means all sums of money receivable by the Company now or in the future consisting of or payable under or derived from any Assets referred to in clause 3.1.2;

'Receiver' means every person the Security Holder appoints as a receiver and manager under clause 13, including any substituted receiver and manager;

'Related Rights' means in relation to any Debts or returned goods – any of the following:

- all the Company's rights at law as an unpaid vendor or under a contract of sale but without any obligation on the Security Holder to complete a contract of sale;
- the benefit of all insurances;
- all negotiable and non-negotiable instruments, all securities, bonds, guarantees and indemnities;
- all the Company's rights to any ledger, computer or electronic data or materials or document recording or evidencing a Debt or its Related Rights; and
- all returned goods being goods relating to or purporting to comply with a contract of sale which any debtor shall for any reason:
  - reject or give notice of rejection; or
  - return or attempt to or wish to return to the Company or the Security Holder; or
  - which the Company or the Security Holder recover from a debtor.

'Secured Sums' means all money and liabilities covenanted to be paid or discharged by the Company to the Secured Parties under clause 2;

'Securities' means all stocks, shares, debentures, debenture stock, loan stock, bonds and securities issued by any company or person (other than the Company) and all other investments (as listed in Part II of Schedule 2 to the Financial Services and Markets Act 2000):

- which now or in the future represent a holding in a subsidiary undertaking (as defined in section 1162 of the Companies Act 2006) or an undertaking which would be a subsidiary undertaking if in sub-section (2)(a) of that section "30 per cent or more" were substituted for "a majority"; or
- the certificates for which are now or in the future deposited by the Company with the Security Holder or which, if uncertificated, are held in an escrow or other account in the Security Holder's favour or held in the Security Holder's name or that of its nominee or to the Security Holder's order;

including in each case all rights and benefits arising and all money payable in respect of any of them, whether by way of conversion, redemption, bonus, option, dividend, interest or otherwise;

'Subsidiary' means a subsidiary undertaking as defined in the Companies Act 2006;

the singular shall include the plural and vice versa and any reference to one gender shall include the other;

references to clauses (unless otherwise specified) are references to clauses of this fixed charge;

the meaning of general words introduced by the word "other" shall not be limited by reference to any preceding word or enumeration indicating a particular class of acts matters or things;

reference to any statute or legislative provision shall be deemed to include any statutory or legislative modification, re-enactment or substitution of such statute or provision and where applicable any equivalent statute or legislation in another jurisdiction;

the expression "receiver" shall mean a receiver and manager or a receiver; and

references to any of the parties shall be construed so as to include their respective successors and permitted assignees or transferees.

## 2. The Company's covenant to pay

The Company covenants to pay or discharge to the Secured Parties on the Security Holder's demand in writing:

- 2.1 all money and liabilities now or in the future due, owing or incurred (before or after that demand) by the Company to the Secured Parties in any manner. This applies whether the money and liabilities are due, owing or incurred actually or contingently; whether by the Company alone or by the Company jointly with any other person; and whether the Company is a principal or a surety; and includes any liability (secured or unsecured) of the Company to a third party which subsequently becomes payable to the Secured Parties by assignment or otherwise; and
- 2.2 all interest, commission, fees, charges, costs and expenses which any of the Secured Parties may charge to the Company in the course of any of the Secured Parties' business or incur in respect of the Company or its affairs. The interest will be calculated and compounded in accordance with the Security Holder's usual practice, before and also after any demand or judgment.

## 3. The charges the Company creates

- 3.1 By executing this fixed charge the Company charges to the Secured Parties with full title guarantee with the payment or discharge of all Secured Sums:
  - 3.1.1 by way of legal mortgage, all Land in England and Wales now vested in the Company and not registered at H.M. Land Registry;
  - 3.1.2 by way of fixed charge:
    - a) all Land in England and Wales now vested in the Company and registered at H.M. Land Registry;
    - b) all other Land which is now, or in the future becomes, the Company's property;
    - c) all plant and machinery now or in the future attached to any Land;
    - d) all rental and other income and all debts and claims which are due or owing to the Company now or in the future under or in connection with any lease, agreement or licence relating to Land;
    - e) all the Company's Securities;
    - f) all insurance and assurance contracts and policies now or in the future held by or otherwise benefiting the Company:
      - which relate to Assets themselves subject to a fixed charge in the Secured Parties' favour; or

- which are now or in the future deposited by the Company with the Security Holder; together with all the Company's rights and interests in these contracts and policies (including the benefit of all claims arising and all money payable under them);
  - g) all the Company's goodwill and uncalled share capital for the time being;
  - h) all the Company's Intellectual Property, present and future, including any Intellectual Property to which the Company is not absolutely entitled or to which the Company is entitled together with others;
    - the benefit of all agreements and licences now or in the future entered into or enjoyed by the Company relating to the use or exploitation of any Intellectual Property in any part of the world;
    - all trade secrets, confidential information and know-how owned or enjoyed by the Company now or in the future in any part of the world;
  - i) all Non-Vesting Debts now or in the future owing to the Company;
  - j) all Other Debts which are not effectively charged by any other provision of this clause 3.1.2;
  - k) the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to the Company as security in respect of any Asset itself subject to a fixed charge in the Secured Parties' favour;
  - l) all amounts realised by an administrator or liquidator appointed to the Company upon enforcement or execution of any order of the Court under Part VI of the Insolvency Act 1986.
- 3.2 Subject to the rights of any prior mortgagee, the Company must:
- 3.2.1 deposit with the Security Holder for its retention all title deeds and documents relating to all Assets charged by way of fixed charge under clause 3.1 including insurance and assurance policies;
  - 3.2.2 execute and deliver to the Security Holder any documents and transfers the Security Holder requires at any time to constitute or perfect an equitable or legal charge or a pledge (at the Security Holder's option) over any Securities, including uncertificated Securities within any clearing, transfer, settlement and/or depositary system, and give any instructions and take any actions the Security Holder may require to achieve this.
- 3.3 Unless and until this fixed charge becomes enforceable or the Security Holder directs otherwise:
- 3.3.1 the Company may continue to exercise all voting and other rights attaching to Securities as long as the Company remains their registered owner;
  - 3.3.2 if Securities are registered in the Security Holder's nominee's name, all voting and other rights attached to them will be exercised by the nominee in accordance with the instructions the Company issues from time to time. In the absence of instructions, the nominee will refrain from exercising any of these rights.
- 3.4 Any debentures, mortgages or charges (fixed or floating) which the Company creates in the future (except those in the Secured Parties' favour) shall be expressed to be subject to this fixed charge and shall rank in order of priority behind the charges created by this fixed charge.

#### **4. Collecting Non-Vesting Debts and Receivables**

- 4.1 The Company agrees that it will only deal with the Non-Vesting Debts as if they were Debts purchased by the Bank under the Agreement and in particular will not bank or deal with any payments in respect of the Non-Vesting Debts except in accordance with the Agreement.
- 4.2 The Company must collect and realise all its Receivables and immediately on receipt pay all money which it receives in respect of them into its bank account with any member of the Barclays Group, or into any other account designated by the Security Holder, in each case on such terms as the Security Holder may direct. Pending that payment, the Company will hold all money so received upon trust for the Secured Parties separate from its own money.

- 4.3 The Company may not, without the Security Holder's prior written consent, charge, factor, discount, assign, postpone, subordinate or waive its rights in respect of any Receivables in favour of any other person other than the Secured Parties nor purport to do so.
- 4.4 If proceeds of Receivables are credited or transferred to any account of the Company, the Security Holder shall have an absolute discretion whether to permit or refuse to permit the Company to utilise or withdraw money from that account (whether or not it is in credit) and the Security Holder may in its sole discretion at any time transfer all or any part of the money standing to the credit of that account to any other account of the Company with any member of the Barclays Group or to an account in the Security Holder's name or the name of any member of the Barclays Group.

## **5. Negative pledge and other restrictions**

The Company must not, except with the Security Holder's prior written consent:

- 5.1 create or attempt to create any fixed or floating security of any kind or any trust over any of the Assets, or permit any lien (other than a lien arising by operation of law in the ordinary course of the Company's business) to arise or subsist over any of the Assets;
- 5.2 sell, assign, lease, license or sub-license, or grant any interest in, the Company's Intellectual Property Rights, or purport to do so, or part with possession or ownership of them, or allow any third party access to them or the right to use any copy of them.

## **6. Further assurance**

The Company shall on demand execute any document and do any other act or thing (in either case, at the expense of the Company) which the Security Holder may reasonably specify for protecting, preserving or perfecting any security created or intended to be created by this fixed charge or to vest title to any of the Assets in the Security Holder (or its nominee or any purchaser) or for facilitating the realisation of the security created by this fixed charge, or otherwise for enforcing the same or exercising any of the powers, rights and discretions of the Security Holder under this fixed charge, including the execution of all releases, transfers, assignments and other documents and the giving of all notices, orders, instructions, directions and requests for any consents to enable the property to be charged which the Security Holder may reasonably request.

## **7. Continuing security**

This fixed charge will remain a continuing security, regardless of any settlement of account, termination or variation of the Agreement or any other matter whatever, and shall be without prejudice and in addition to every other right, remedy or security which any of the Secured Parties may have now or in the future in respect of any of the Assets for the payment of any Secured Sums.

## **8. Insurance**

- 8.1 The Company must insure all insurable Assets with an insurance office or underwriter acceptable to the Security Holder against loss or damage by fire and such other risks as the Security Holder specifies from time to time. This insurance cover must be for the full replacement value and be index-linked. The Company must also maintain all other insurances normally maintained by prudent companies with similar activities or as the Security Holder may require.
- 8.2 The Company must punctually make all premium and other payments necessary to effect or maintain these insurances and produce receipts for these payments on the Security Holder's request. If, at any time, the Company fails to have the required insurance cover in place or to produce any receipt on request or to deposit any policy with the Security Holder under clause 3.2 or on request, the Security Holder may take out or renew any insurance in any sum and on any terms it thinks appropriate.

## **9. Property obligations**



- 9.1 The Company must at all times keep all buildings, plant, machinery, fixtures, fittings and other effects charged under this fixed charge in good repair and in good working order and condition.
- 9.2 The Company must notify the Security Holder promptly of any indication given to the Company that any of the Assets is or may be listed in a register of contaminated land or contaminative use, or similar register. The Company must also notify the Security Holder if any environmental or other condition exists which could have a material adverse effect on the value of the Assets or the Company's business.
- 9.3 The Company will fully indemnify the Secured Parties, and its employees and agents, at all times against every claim, liability, loss or expense incurred directly or indirectly as a result of its failure to comply with any of its obligations, whether statutory or contractual, relating to the Assets.

#### **10. Leases, possession, consolidation of mortgages**

- 10.1 The Company may not, without the Security Holder's prior written consent, exercise any power of leasing, or accepting surrenders of leases, of any Land, or (unless obliged to do so by law) extend, renew or vary any lease or tenancy agreement or give any licence to assign or underlet.
- 10.2 The Company must not part with possession (otherwise than on the determination of any lease, tenancy or licence granted to it) of any Land or share the occupation of it with any other person, or agree to do so, without the Security Holder's prior written consent.

#### **11. Powers of sale, leasing and accepting surrenders**

- 11.1 Section 103 of the Law of Property Act 1925 will not apply to this fixed charge, but the statutory power of sale (as between the Secured Parties and a purchaser from the Secured Parties) will arise on and be exercisable at any time after the execution of this fixed charge. However, the Security Holder will not exercise this power of sale until this fixed charge has become enforceable. This provision will not affect any purchaser or require him to ask whether it has become enforceable.
- 11.2 The Secured Parties' statutory powers of sale, leasing and accepting surrenders are extended to allow the Security Holder (whether in the Company's name or in the Security Holder's) to grant a lease or leases of any Land vested in the Company or in which the Company has an interest with such rights relating to other Land and containing any covenants on the Company's part and any terms and conditions that the Security Holder thinks fit.
- 11.3 The Secured Parties' statutory power of sale is extended to allow the Security Holder to sever any fixtures from Land and sell them separately.
- 11.4 All powers of a Receiver under this fixed charge may be exercised by the Security Holder to the full extent permitted by law after it has become enforceable, whether as the Company's attorney or otherwise, and whether or not a Receiver or administrator has been appointed.

#### **12. Opening new accounts**

- 12.1 On receiving notice that the Company encumbered or disposed of any of the Assets in breach of this fixed charge, the Security Holder has the right to rule off the Company's account or accounts and open a new account or accounts.
- 12.2 If the Security Holder does not open a new account or accounts immediately on receipt of notice to that effect, as from that time all payments made by the Company to the Security Holder will be treated as if the Security Holder had credited them to a new account and will not reduce the amount owing from the Company to the Secured Parties at the time when the Security Holder received the notice.

#### **13. Appointment of a Receiver or Administrator**

##### **13.1 Appointment of Administrator**

- 13.1.1 At any time and from time to time after this security becomes enforceable, or if the Company so requests the Security Holder in writing from time to time, the Security Holder may appoint any one or more qualified

persons to be an administrator of the Company, to act together or independently of the other or others appointed (to the extent applicable).

13.1.2 Any such appointment may be made pursuant to an application to court under paragraph 12 of Schedule B1 of the Insolvency Act 1986 (Administration application) or by filing specified documents with the court under paragraphs 14 to 21 (inclusive) of Schedule B1 of the Insolvency Act 1986.

13.1.3 In this Clause 13.1, a "qualified person" means a person who, under the Insolvency Act 1986, is qualified to act as an administrator of any company with respect to which that person is appointed.

### 13.2 Appointment of Receiver

13.2.1 At any time after this security becomes enforceable, or if the Company so requests the Security Holder in writing at any time, the Security Holder may (unless precluded by law) without further notice appoint under seal or in writing any one or more qualified persons to be a Receiver of all or any part of the Assets, to act together or independently of the other or others appointed to the extent applicable.

13.2.2 In this Clause 13.2, a "qualified person" means a person who, under the Insolvency Act 1986, is qualified to act as a Receiver of the property of any company with respect to which that person is appointed.

### 13.3 Powers of Receiver

13.3.1 Every Receiver appointed in accordance with Clause 13.2 shall have and be entitled to exercise all of the rights, powers and discretions set out in Clause 13.3.2 below. If at any time there is more than one Receiver in respect of all or any part of the Assets, each such Receiver may (unless otherwise stated in any document appointing that Receiver) exercise all of the powers conferred on a Receiver under this fixed charge or under the Insolvency Act 1986 individually and to the exclusion of each other Receiver.

13.3.2 The powers referred to in the first sentence of Clause 13.3.1 above are:

- 13.3.3.1 Take possession: to take immediate possession of, get in and collect the Assets or any part of the Assets whether accrued before or after the date of his appointment;
- 13.3.3.2 Carry on business: to carry on or manage the business of the Company as the Receiver may think fit or to concur in or authorise the management of, or appoint a manager of the whole or any part of the business of the Company;
- 13.3.3.3 Protection of assets: to make and effect all repairs, alterations, improvements, replacements, developments, demolitions and insurances (including indemnity insurance and performance bonds and guarantees) and do all other acts which the Company might do in the ordinary conduct of its business as well for the protection as for the improvement of the Assets and to commence and/or complete any building operations on any Land secured pursuant to this fixed charge and to apply for and maintain any planning permissions, building regulation approvals and any other permissions, consents or licences, in each case as the Receiver may in its absolute discretion think fit or concur in any of the foregoing;
- 13.3.3.4 Employees and advisers: to appoint and discharge managers, officers, agents, accountants, servants, workmen and other advisers for the purposes of this fixed charge upon such terms as to remuneration or otherwise as the Receiver may think proper and to discharge any such persons appointed by the Company;
- 13.3.3.5 Borrow money: for the purpose of exercising any of the powers, authorities and discretions conferred on the Receiver by or pursuant to

this fixed charge and/or of defraying any costs, charges, losses or expenses (including the Receiver's remuneration) which shall be incurred by that Receiver in the exercise of such powers, authorities and discretions or for any other purpose, to raise and borrow money either unsecured or on the security of the Assets or any part of the Assets either in priority to the security constituted by this fixed charge or otherwise and generally on such terms and conditions as that Receiver may think fit and no person lending such money shall be concerned to enquire as to the propriety or purpose of the exercise of such power or to see to the application of any money so raised or borrowed;

- 13.3.3.6      Sell business: to sell or concur in selling the whole or any part of the Company's business whether as a going concern or otherwise;
  
- 13.3.3.7      Sell assets: to sell, exchange, grant options to purchase, license, surrender, release, disclaim, abandon, return or otherwise dispose of, convert into money or realise all or any part of the Assets by public auction or private contract and generally in such manner and on such terms as the Receiver shall think proper or to concur in any such transaction. Without prejudice to the generality of the foregoing the Receiver may do any of these things for a consideration consisting of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over such period as the Receiver may think fit. Fixtures, other than landlords' fixtures, may be severed and sold separately from the property containing them without the consent of the Company;
  
- 13.3.3.8      Acquire assets: for such consideration and on such terms as the Receiver may think fit, to purchase outright or acquire by leasing, hiring, licensing or otherwise, any land, buildings, plant, equipment, vehicles or materials or any other property, assets or rights of any description which the Receiver considers necessary or desirable for the carrying on, improvement or realisation of any of the Assets or the business of the Company or otherwise for the benefit of the Assets;
  
- 13.3.3.9      Leases, etc.: to grant or agree to grant any leases whatsoever and let on charter, sub-charter, hire, lease or sell on condition and to grant rights, options, licences or easements over all or any part of the Assets for such term and at such rent (with or without a premium) as the Receiver may think proper and to rescind, surrender and accept or agree to accept a surrender of any lease or tenancy of such Assets or agree to any variation of any such contract affecting all or any part of the Assets on such terms as the Receiver may think fit (including the payment of money to a lessee or tenant on a surrender or any rent review);
  
- 13.3.3.10     Uncalled capital: to call up or require the directors or members (as applicable) of the Company to call up all or any portion of the uncalled capital for the time being of the Company and to enforce payment of any call by action (in the name of the Company or the Receiver, as may be thought fit by the Receiver);
  
- 13.3.3.11     Compromise: to negotiate, settle, adjust, refer to arbitration, compromise, abandon and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Company or relating in any way to the Assets or any part of them;

- 13.3.3.12 Legal actions: to bring, prosecute, enforce, defend and abandon all such actions, suits and proceedings in relation to the Assets or any part of them as may seem to the Receiver to be expedient;
- 13.3.3.13 Receipts: to give valid receipts for all moneys and execute all assurances and things which may be proper or desirable for realising the Assets;
- 13.3.3.14 Subsidiaries, etc.: to form a Subsidiary or Subsidiaries of the Company in any jurisdiction and transfer to any such Subsidiary or any other company or body corporate, whether or not formed for the purpose, all or any part of the Assets;
- 13.3.3.15 Powers, discretions, etc.: to exercise any powers, discretions, voting, conversion or other rights or entitlements in relation to any of the Assets or incidental to the ownership of or rights in or to any Assets and to complete or effect any transaction entered into by the Company and complete, disclaim, abandon or modify all or any of the outstanding contracts or arrangements of the Company relating to or affecting all or any part of the Assets; and
- 13.3.3.16 General powers: to do all such other acts and things as the Receiver may consider desirable or necessary for realising the Assets or any part of them or incidental or conducive to any of the matters, powers or authorities conferred on a Receiver under or by virtue of this fixed charge, to exercise in relation to the Assets or any part of them all such powers, authorities and things as the Receiver would be capable of exercising if it were the absolute beneficial owner of them,

and to use the name of the Company for all or any of such purposes.

#### 13.4 Removal

The Security Holder may from time to time by writing remove any Receiver appointed by it (subject to the provisions of section 45 of the Insolvency Act 1986) and may, whenever it may deem it expedient, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

#### 13.5 Remuneration

13.5.1 The Security Holder may from time to time, fix the remuneration of any Receiver appointed by it (which remuneration may be or include a commission calculated by reference to the gross amount of all moneys received or otherwise and may include remuneration in connection with claims, actions or proceedings made or brought against the Receiver by the Company or any other person or the performance or discharge of any obligation imposed upon the Receiver by statute or otherwise) but such remuneration shall be payable by the Company alone.

13.5.2 The amount of such remuneration may be debited by the Security Holder to any account of the Company, but shall, in any event, form part of the Secured Liabilities and accordingly be secured on the Assets under the security contained in this fixed charge.

#### 13.6 Extent of appointment

The exclusion of any Assets from the appointment of the Receiver shall not preclude the Security Holder from subsequently extending the Receiver's or Receivers' appointment (or that of their replacement) to that part or appointing another Receiver over any other part of the Assets.

#### 13.7 No liability as mortgagee in possession

The Security Holder shall not, nor shall any Receiver appointed as aforesaid, by reason of it or the Receiver entering into possession of the Assets or any part of them, be liable to account as mortgagee in possession or be liable for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

### 13.8 Agent of Company

13.8.1 Every Receiver of the Company duly appointed by the Security Holder under the powers in that respect contained in this fixed charge shall be deemed to be the agent of the Company for all purposes.

13.8.2 The Company alone shall be responsible for the contracts, engagements, acts, omissions, defaults and losses of the Receiver and for liabilities incurred by the Receiver and the Security Holder shall not incur any liability for them by reason of the Security Holder appointing such Receiver or for any other reason whatsoever.

### 13.9 Security Holder may exercise

To the fullest extent permitted by law, all or any of the powers, authorities and discretions which are conferred by this fixed charge (either expressly or impliedly) upon a Receiver of the Assets may be exercised after the security created under this fixed charge becomes enforceable by the Security Holder in relation to the whole of such Assets or any part of them without first appointing a Receiver of such property or any part of it or notwithstanding the appointment of a Receiver of such property or any part of it.

## 14. Power of attorney

The Company irrevocably appoints the Security Holder and any Receiver appointed by the Security Holder, acting in the Security Holder's or, as the case may be, such Receiver's own interest, severally to be the Company's Attorney (with full power of substitution and delegation) in its name and on its behalf and as the Company's act and deed to sign or execute all deeds, instruments and documents which may be required by the Security Holder or any Receiver for or in connection with the exercise of any of their respective powers under this instrument and to sign or execute all deeds, instruments and documents and to do all such other acts and things which the Company has failed to sign, execute or do in breach of any obligation owed to the Security Holder under this instrument and hereby ratifies and confirms and agrees to ratify and confirm whatever any such Attorney shall do or purport to do in the exercise or purported exercise of the power of attorney granted by the Company under this clause.

## 15. Costs, charges and liabilities

15.1 The Company will be responsible for all costs, charges and liabilities (including all professional fees and disbursements and Value Added Tax and/or any similar tax) and all other sums paid or incurred by any of the Secured Parties and/or any Receiver under or in connection with this fixed charge or the Company's affairs. The Secured Parties may recover them from the Company (on a full indemnity basis) as a debt payable on demand and debit them without notice to any of the Company's accounts. They will attract interest and be charged on the Assets.

15.2 The costs which may be recovered from the Company by the Security Holder, any of the Secured Parties and/or any Receiver under this fixed charge include without limitation:

- a) all costs incurred by the Secured Parties in preparing and administering this fixed charge or perfecting the security created by it;
- b) all costs (whether or not allowable on a taxation by the Court) of all proceedings to enforce this fixed charge or to recover or attempt to recover the Secured Sums;
- c) all money spent and all costs arising out of the exercise of any power, right or discretion conferred by this fixed charge;
- d) all costs and losses arising from any default by the Company in the payment when due of any of the Secured Sums or the performance of the Company's obligations under this fixed charge; and

- e) all the Secured Parties' charges based on time spent by their employees and agents in connection with the Company's affairs.

#### 16. Set-off

The Security Holder may retain any money standing to the Company's credit in any account with any member of the Barclays Group (in any currency, in any country and whether or not in the Company's name) as cover for the Secured Sums. The Security Holder may apply all or any of that money in satisfaction of all or part of the Secured Sums as it may select (whether presently payable or not). The Security Holder may also use that money to purchase any other currency required for this purpose.

#### 17. Foreign currencies

If, for any reason, any amount payable by the Company is paid or recovered in a currency other than that in which it is required to be paid ('the contractual currency') and, when converted into the contractual currency at the Security Holder's exchange rate applicable at the time, leaves the Secured Parties with less than the amount payable in the contractual currency, the Company must make good the amount of the shortfall on demand.

#### 18. Miscellaneous Provisions

- 18.1 The Security Holder may at any time transfer all or any part of its rights under this fixed charge and the Secured Sums to any person or otherwise grant an interest in them to any person.
- 18.2 This fixed charge may be executed in any number of counterparts, each of which when executed and delivered shall be an original. All such counterparts will together constitute one instrument.
- 18.3 The Security Holder or any Secured Party may at any time in its entire discretion without notice or other formality combine any two or more accounts held by it in the name of the Company.
- 18.4 If at any time any one of the provisions of this fixed charge is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions of this fixed charge shall not in any way be affected or impaired.
- 18.5 The consent of any person who is not a party is not required to rescind or vary this fixed charge or any other agreement entered into under or in connection with it.
- 18.6 A person who is not a party to this fixed charge has no right under the Contracts (Rights of Third Parties) Act 1999 or any similar applicable legislation to enforce or to enjoy the benefits of this fixed charge.
- 18.7 This fixed charge is intended to take effect as a deed notwithstanding the fact that any party may only execute this fixed charge under hand.
- 18.8 The Company agrees that the Security Holder, any other Secured Party or any other member of the Barclays Group may share any information, obtained at any time, from whatever source relating to it, its Subsidiaries, the Agreement, and any guarantee or security relating to and including this fixed charge with:
  - (i) any member of the Barclays Group;
  - (ii) any credit reference or rating agency;
  - (iii) anyone the Security Holder, the relevant Secured Party or, as the case may be, the relevant member of the Barclays Group considers to be or likely to be involved in an assignation, assignment or transfer or possible assignation, assignment or transfer of all or any of the Secured Parties' rights and/or obligations in respect of the Agreement, in whole or in part, including any person or persons (i) in connection with a securitisation of all or any part of the loan assets (including the Agreement) of any member of the Barclays Group from time to time or (ii) who may otherwise enter into contractual relations with any member of the Barclays Group in connection with any part of the loan assets of any member of the Barclays Group, the Agreement, or any guarantee or security relating to and including this fixed charge;
  - (iv) anyone to whom information is required or requested to be disclosed by any court of competent jurisdiction or governmental, banking, taxation or other regulatory authority or similar body; and
  - (v) anyone to whom information is required or requested to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes.

- 18.9 The Security Holder will look after the information the Company provides and use it for processing any application and administering the Agreement, for research or analysis, and to prevent and detect fraud. The Security Holder will also share it with fraud prevention agencies for these purposes, and keep it for so long as the law and legitimate business purposes allow.

## 19. Forbearance

No delay or omission on the Security Holder's part in exercising any right, power or privilege under this fixed charge will impair it or be construed as a waiver of it. A single or partial exercise of any right, power or privilege will not in any circumstances preclude any other or further exercise of it or the exercise of any other right, power or privilege.

## 20. Service of demands and notices

- 20.1 A demand or notice under this fixed charge may be given by any of the Security Holder's managers or officers in writing addressed to the Company and served at any of the following:
- the Company's registered office;
  - any of the Company's existing places of business;
  - the Company's last known place of business.

Alternatively, a demand or notice may be delivered by facsimile transmission to the facsimile number last known to the Security Holder or by e-mail to the e-mail address last known to the Security Holder or by any other form of electronic communication which may be available.

- 20.2 A notice or demand shall be deemed to have been served on the Company:
- at noon on the day after the day of posting, if sent by post, even if it is misdelivered or returned undelivered;
  - at the time of transmission, if given or made by facsimile, e-mail or other electronic communication.

21. Governing law

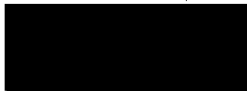
This fixed charge and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law. The Company submits, for the exclusive benefit of the Secured Parties, to the jurisdiction of the English courts (but without prejudice to the Security Holder's right to commence proceedings against the Company in any other jurisdiction) and irrevocably waives any objection on the ground of venue or inappropriate forum or any similar grounds.

This fixed charge is executed by the Company as a deed and signed by the Security Holder and it will take effect on the date shown on the front page.

Signed for Barclays Security Trustee Limited




Executed as a deed by Top Class Recruitment Limited.



Signature of Director

Russel Benzie

Print Name of Director



Signature of Director/Secretary

Gaile Benzie

Print Name of Director/Secretary

in the presence of:

\_\_\_\_\_  
Signature of Witness (if sole signatory only)\*

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Occupation of Witness

\* Where a Witness is required, please ensure that the Witness is not someone who is related to the Company or who resides at the same address as the Company or is an employee of Barclays Bank PLC, Barclays PLC and/or a subsidiary of Barclays.

Company's Registered Number SC423478



<p><b>CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE</b> Pursuant to Section 869(5) &amp; (6) of the Companies Act 2006</p> <p>COMPANY NO. .... CHARGE NO. ....</p> <p>THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIXED CHARGE DATED THE ..... 20 .. AND CREATED BY .....</p> <p>FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BARCLAYS BANK PLC ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER I PART 25 OF THE COMPANIES ACT 2006 ON THE ..... 20.. .....</p> <p>GIVEN AT COMPANIES HOUSE, CARDIFF THE ..... 20..</p> <p>for the Registrar of Companies</p> <p><i>N.B. The above copy of the Registrar's Certificate must be completed and the Certificate itself attached to this fixed charge</i></p>	<p>This Release made this ..... day of ..... between (1) Barclays Security Trustee Limited ('the Bank') and (2) the company named in the attached fixed charge witnesses that the Bank releases from the charges created by the attached fixed charge all the Assets comprised in it.</p> <p>Executed by Barclays Security Trustee Limited the day and year first above written.</p> <p>Signed as a deed by ..... ) ..... ) as attorney of ..... ) Barclays Security Trustee Limited ) in the presence of: ..... ) ..... ) ..... )</p>
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