M

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

 insert full name of company COMPANIES FORM No. 395

AL 00400025

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

ACCOUNT

345

RECEIVED

For official use Company number

4021720

Name of company

· GSF. G.B. Limited

To the Registrar of Companies

Date of creation of the charge

27 November 2002.

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

Deed of Admission dated 27 November 2002.

An Omnibus Guarantee and Set-Off Agreement dated . 2. [199] (the "Agreement")

Amount secured by the mortgage or charge

All moneys and liabilities then due or which might thereafter become due to Lloyds TSB Bank plc (the "Bank") from either the Company or any one or more of the other parties to the Agreement (other than the Bank) being at the date hereof the following companies:

Lordon Independent Holdings Limited Independent Computer Care Services Limited EBC Carpet Services Limited

London Independent Office Cleaning Limited

ast Sandylight Limited

CISE CIB Limited

Company Number 1593794

1633832 1907730

1513016

2193983

4021720

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

Lloyds TSB Bank ple Degatement No OCH Horley Securities Confee

AO. Box 104, 13, High Sacce, Landy, Surrey, Rhio TYA

Postcode

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

Mortgage Section

For official Use

HORLEY SECURITIES CENTRE
LLOYDS TSB BANK PLC
DX 9675

HORLE'

A18 *A4QL9GFT*
COMPANIES HOUSE 03/4

Post room

Cat. No. CO 395

Croydon: SHAW & SONS Caxton House Croydon CR0 4TT

LLY 1163

Time critical reference BCL-42677-PAD Any sum or sums for the time being standing to the credit of any present or future account of the Company with the Bank.

NOTE: By Clause 13(e) of the Agreement, the Company agreed that it would not (without the prior written consent of the Bank) assign, mortgage, charge or otherwise confer upon any third party any right, title or interest in or to all or any of the accounts for the time being of the Company with the Bank or any sum or sums standing to the credit of any one or more of such accounts, or agree to do any such thing, or allow any such third party right, title or interest to subsist (except in each case in favour of, or upon, the Bank).

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NIL

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Signed

On behalf of [company][mortgagee/ghargee]t

Date 29 Najour 2002

1 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.

FILE COPY



OF A MORTGAGE OR CHARGE

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

COMPANY No. 04021720

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF ADMISSION TO AN OMNIBUS GUARANTEE AND SET-OFF AGREEMENT DATED 8th JUNE 1998 DATED THE 27th NOVEMBER 2002 AND CREATED BY GSF GB LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND/OR ALL OR ANY OF THE OTHER COMPANIES NAMED THEREIN TO LLOYDS TSB BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 3rd DECEMBER 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th DECEMBER 2002.

DX IN



